

THE HONORABLE LAUREN KING

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8 **UNITED STATES DISTRICT COURT**
9 **FOR THE WESTERN DISTRICT OF WASHINGTON**
10 **AT SEATTLE**

11 NINTENDO OF AMERICA INC., a
12 Washington Corporation,

13 Plaintiff,

14 v.

15 JAMES C. WILLIAMS a/k/a ARCHBOX, an
16 individual,

17 Defendant.
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CASE NO. 2:24-CV-00960-LK

**DECLARATION OF JAMES D.
BERKLEY IN SUPPORT OF MOTION
OF NINTENDO OF AMERICA INC. FOR
ENTRY OF DEFAULT JUDGMENT**

1 I, James D. Berkley, declare as follows:

2 1. I am an attorney-at-law, duly licensed to practice law in the State of California and
3 admitted *pro hac vice* to appear before this Court. I am Special Counsel at the law firm of Mitchell
4 Silberberg & Knupp LLP (“MSK”), attorneys of record for Plaintiff Nintendo of America Inc.
5 (“Nintendo”). I make this Declaration in support of Nintendo’s Motion for Entry of Default
6 Judgment against Defendant James C. Williams a/k/a Archbox (“Williams” or “Defendant”). I
7 have personal knowledge of the following facts and, if called and sworn as a witness, could and
8 would competently testify thereto.

9 **Agreements Governing Use of the Nintendo Switch Console and Nintendo eShop**

10 2. As addressed in the Complaint in this action, users of the Nintendo Switch game
11 console must consent to the end user license agreement, or “EULA,” applicable to the Switch
12 console (hereinafter, the “Console EULA”), and, if they wish to make use of Nintendo’s online
13 eShop to purchase and download games, must separately consent to a second agreement governing
14 their online account (the “Account EULA”).

15 3. Attached hereto as **Exhibit 1** is a true and correct copy of the current Console
16 EULA, which I accessed and caused to be printed from the Uniform Resource Locator (“URL”)
17 https://en-americas-support.nintendo.com/app/answers/detail/a_id/48058/p/989/c/693 on or about
18 October 2, 2025.

19 4. Attached hereto as **Exhibit 2** is a true and correct copy of an archived version of
20 the Console EULA, titled “Nintendo Switch Family: User Agreement,” preserved by the Internet
21 Archive “Wayback Machine” available at www.archive.org (the “Internet Archive”), bearing
22 information indicating capture from the URL [https://en-americas-](https://en-americas-support.nintendo.com/app/answers/detail/a_id/48058)
23 [support.nintendo.com/app/answers/detail/a_id/48058](https://en-americas-support.nintendo.com/app/answers/detail/a_id/48058) or about November 18, 2021.

24 5. Attached hereto as **Exhibit 3** is a true and correct copy of the current Account
25 EULA, which I accessed and caused to be printed from the URL
26 <https://accounts.nintendo.com/term/eula/US> on or about October 2, 2025.

6. Attached hereto as **Exhibit 4** is a true and correct copy of an archived version of the Account EULA as preserved by the Internet Archive, bearing information indicating capture from the same URL, <https://accounts.nintendo.com/term/eula/US>, or about July 30, 2023.

Nintendo's Investigation and Contacts with Defendant Williams

7. MSK was retained by Nintendo in 2023 to assist with efforts to investigate and enforce its rights against individuals involved in the online distribution of games for the Nintendo "Switch" platform via what are known as "shops" or "freeshops." From that time, MSK worked in close consultation with Nintendo to collect evidence regarding these "shops," including the involvement of the individual at that time known only as "archbox." Certain of that evidence is presented below.

8. As set forth in previous briefing in this matter, in or about February 2024, Nintendo was able to identify "archbox" as James Williams of Surprise, Arizona, and confirmed the existence of Nintendo account records connected with Mr. Williams. *See* Dkt. 15-17. Determined to be associated with Williams were an email address and a physical address in Surprise, Arizona.

9. On March 26, 2024, I caused to be sent a cease and desist letter to Defendant on behalf of Nintendo (the "March 26, 2024 C&D Letter"). On March 31, 2024, I received a response email from Mr. Williams. A true and correct copy of this email is attached hereto as **Exhibit 5**. The email stated that it included an "attached response confirming receipt and cooperation with [Nintendo's] March 26th, 2024 letter." In this response, Mr. Williams claimed (with caveats) that he would "comply and cooperate with any demands or requests . . . within [his] control."

10. Between April 4, 2024 and May 17, 2024, I engaged in an extensive email exchange with Williams in follow-up to his March 31, 2024 email concerning the activities alleged in the later-filed Complaint. Mr. Williams also indicated that he would be retaining an attorney. However, attempts to contact this attorney were not fruitful, and Mr. Williams ultimately would not agree to cooperate or comply with Nintendo's demands. The Complaint in this matter accordingly was filed on June 28, 2024. *See* Dkt. 1.

11. Default against Mr. Williams was entered by the Clerk on November 8, 2024. Dkt. 18. On November 22, 2024, Nintendo made an *ex parte* motion to the Court seeking leave to take limited discovery of certain third-party Internet Service Providers (“ISPs”) in advance of a planned motion for default judgment. Dkt.19-20. Nintendo’s discovery motion was granted by the Court on December 13, 2024, Dkt. 21, and Nintendo thereafter served the contemplated subpoenas on eight such ISPs.

12. On January 16 and 17, 2025, a Seattle-based attorney for Mr. Williams, William Burnside, sent emails to MSK and later, to the Courtroom Deputy of this Court, claiming to have concerns with the potential scope of the subpoena served by MSK on third-party Google LLC. Attached hereto as **Exhibits 6** and **7**, respectively, are true and correct copies of email threads containing that correspondence. Among other things, Mr. Burnside’s email to the Court acknowledged his client’s awareness that Nintendo intended to file a motion for a default judgment.

13. Subsequent to the above-referenced correspondence, on January 17, 2025, Mr. Burnside filed a notice of appearance on behalf of Defendant with this Court, styled as a “Notice of Limited Appearance.” Dkt. 22. The Notice of Appearance did not assert any objection to the Court’s exercise of personal jurisdiction over Mr. Williams. Nor has Mr. Burnside or Defendant ever made, or reserved the right to make, such an objection. After multiple interactions with Mr. Burnside concerning Nintendo’s subpoena to Google, neither MSK nor NOA has had any further contact with Mr. Burnside or Mr. Williams.

Defendant’s Unlawful Activities

14. Attached hereto as **Exhibit 8** is a true and correct copy of a screenshot showing the main page of the Reddit.com “SwitchPirates” community on or about on or about February 21, 2024, which I access and captured at the URL <https://www.reddit.com/r/SwitchPirates> on or about that date. Among other things, this page identifies the community as having 185,000 members, and states, “*A community of pirates, for pirates. Get information on everything revolving around piracy on the Nintendo Switch* from apps, games, development, and support.” (emphasis added).

1 15. Attached hereto as **Exhibit 9** is a true and correct copy of a webpage titled “PC
2 Downloads” that I accessed and caused to be printed from the website Reddit.com on or about April
3 26, 2023, from the URL https://www.reddit.com/r/SwitchPirates/wiki/pc_downloads/. On page 3
4 this webpage states, “Last revised by archbox.”

5 16. Attached hereto as **Exhibit 10** is a true and correct copy of a page on the
6 Reddit.com SwitchPirates community, which I accessed and caused to be printed on or about
7 February 23, 2024 from the URL
8 [https://www.reddit.com/r/SwitchPirates/comments/r734sh/which_shop_has_the_new_mario_party](https://www.reddit.com/r/SwitchPirates/comments/r734sh/which_shop_has_the_new_mario_party_game_and/)
9 [game_and/](https://www.reddit.com/r/SwitchPirates/comments/r734sh/which_shop_has_the_new_mario_party_game_and/). Among other things, a response from the user “archbox” states that “tits pro got
10 Danganronpa S up and the other games will be uploaded today,” and that “Most shops should have
11 Mario party up by now.”

12 17. Attached hereto as **Exhibit 11** is a true and correct copy of relevant portions of
13 cached page from the Reddit.com website, which I obtained via Bing.com and caused to be printed
14 on or about March 13, 2024, reflecting a web page identified as located at the URL
15 [https://www.reddit.com/r/SwitchPirates/comments/nw16ng/the_jits_aio_was_updated_yesterday](https://www.reddit.com/r/SwitchPirates/comments/nw16ng/the_jits_aio_was_updated_yesterday_with_fw_1203/)
16 [with_fw_1203/](https://www.reddit.com/r/SwitchPirates/comments/nw16ng/the_jits_aio_was_updated_yesterday_with_fw_1203/). Among other things, a posting on this page by “archbox,” identified as
17 “Moderator + jits/shop support,” states, “The jits AIO was updated yesterday with FW 12.0.3
18 support (Nintendo started distributing this again today).” Below, it is stated “Hopefully this direct
19 link doesn’t get deleted as ‘piracy,’” followed by a link to the URL “<https://jits.cc/aio>.”

20 18. Attached hereto as **Exhibit 12** is a true and correct copy of webpage on the
21 Reddit.com website that I accessed and caused to be printed on or about February 21, 2024, from
22 the URL
23 [https://www.reddit.com/r/SwitchPirates/comments/17q62bd/discord_just_banned_most_switch_sh](https://www.reddit.com/r/SwitchPirates/comments/17q62bd/discord_just_banned_most_switch_sh_opdrive_related/)
24 [opdrive_related/](https://www.reddit.com/r/SwitchPirates/comments/17q62bd/discord_just_banned_most_switch_sh_opdrive_related/). Among other things, this page contains a post by “archbox,” identified as
25 “MOD,” stating “Discord just banned most switch shop/drive related discords,” and “this shouldn’t
26 impact using any of the services.... If you use a tinfoil shop, check the message that loads when
27 you connect in Tinfoil for information/alternatives, or visit the jits site.”

1 19. Attached hereto as **Exhibit 13** is a true and correct copy of a posting on Reddit.com
 2 preserved by the Internet Archive, identified as obtained from the URL
 3 https://old.reddit.com/r/SwitchPirates/comments/q044ze/the_new_super_monkey_ball_banana_m
 4 [ania_now/hf8s55r/](https://old.reddit.com/r/SwitchPirates/comments/q044ze/the_new_super_monkey_ball_banana_m) on October 3, 2021, which I accessed and caused to be printed on June 18,
 5 2025. Among other things, on this page, “archbox” states: “*Most of us who hacked our switch*
 6 *are, like you said, pirates and aren't going to give Nintendo \$50 for a game (even if we would, a*
 7 *lot are banned and can't).*” (emphasis added).

8 20. Attached hereto as **Exhibit 14** is a true and correct copy of a posting on Reddit.com
 9 preserved by the Internet Archive, identified as obtained from the URL
 10 https://old.reddit.com/r/SwitchPirates/comments/udutpj/shops_are_down_stop_asking_if_you_are
 11 [alone/i6q98d4/](https://old.reddit.com/r/SwitchPirates/comments/udutpj/shops_are_down_stop_asking_if_you_are) on April 29, 2022, which I accessed and caused to be printed on or about June 22,
 12 2025. Among other things, on this page, “archbox” states: “Now that we've picked up more
 13 services and are having to manage a lot more, *we are covering a much more expensive dedicated*
 14 *server to process everything.... Not to mention hundreds of dollars towards dumping games*
 15 (physical copies, kickstarter exclusives, and even eshop titles last year when very few people in
 16 the community were contributing cards).” (emphasis added).

17 21. Attached hereto as **Exhibit 15** is a true and correct copy of a posting on Reddit.com
 18 preserved by the Internet Archive, identified as obtained from the URL
 19 https://old.reddit.com/r/SwitchPirates/comments/wbyytq/sigpatches_got_dmcad_what_do_now/ia
 20 [ln90/](https://old.reddit.com/r/SwitchPirates/comments/wbyytq/sigpatches_got_dmcad_what_do_now/ia) on July 30, 2022, which I accessed and caused to be printed on June 19, 2024. Among other
 21 things, on this page, “archbox” states: “The github we were uploading to was DMCA'd but we are
 22 added a few other mirrors including posting to a Russian only fans scraper....”

23 22. Attached hereto as **Exhibit 16** is a true and correct copy of an archived page from
 24 the website jits.site as preserved by the Internet Archive, identified as obtained from the URL
 25 <https://games.jits.site/> on April 19, 2022, which I accessed and caused to be printed on or about
 26 June 18, 2025. Among other things, this page lists availability of files for the Nintendo Switch
 27 Game *The Legend of Zelda: Breath of the Wild*, listed on Exhibit A to the Complaint.

23. Attached hereto as **Exhibit 17** is a true and correct copy of an archived page from the website [titz.cf](https://neko.titz.cf) as preserved by the Internet Archive, identified as obtained from the URL <https://neko.titz.cf> on April 12, 2022, which I accessed and caused to be printed on or about June 15, 2024. Among other things, this page states, “We want to give you the most recent releases, and while you can get free games from us, we can’t get free games from Nintendo,” and “You can see the missing eShop games at <https://missingdumps.org>.”

24. Attached hereto as **Exhibit 18** is a true and correct copy of a web page on the Reddit.com website described as “Tinfoil Shop Status Megathread,” which I accessed and caused to be printed on or about February 21, 2024 from the URL <https://www.reddit.com/r/SwitchPirates/comments/180r3uk/comment/ka9gl8k/>. Among other things, a main post by “archbox” describes the “fully operational” shops as “tits bro (private, latest content and save games, requires content contribution), and Libera (public, all content, including save games, firmware updates, and retroROMs...).”

25. Attached hereto as **Exhibit 19** is a true and correct copy of an archived page from the website www.missingdumps.org as preserved by the Internet Archive, identified as obtained from the URL <https://missingdumps.org/donate> on July 6, 2022, which I accessed and caused to be printed on or about June 18, 2024. Among other things, this page says, “Sign in with jits,” and “eShop Code Donation Form.”

26. Attached hereto as **Exhibit 20** is a true and correct copy of a posting on Reddit.com preserved by the Internet Archive, identified as obtained from the URL https://old.reddit.com/r/SwitchPirates/comments/qjgtjt/whats_the_best_way_to_approach_nsw2u/hirjt6v/ on October 31, 2021, which I accessed and caused to be printed on June 18, 2024. Among other things, on this page, “archbox” states: “Or just donate a 500 yen eshop card or any other amount to <https://missingdumps.org/donate/> and you'll get tits pro (tinfoil shop without quota issues) and direct gdrive access, *and have your money go towards actually unlocking new games and dlc.*” (emphasis added).

27. Attached hereto as **Exhibit 21** is a true and correct copy of a page on the website GitHub.com titled “Signature Patches,” preserved by the Internet Archive and identified as

obtained from the URL <https://github.com/ITotalJustice/patches/> on June 28, 2022, which I accessed and caused to be printed on or about June 10, 2024. On page 3, “archbox” is listed as a contributor, using the account name “arch-box.”

Information Confirmed by Third-Party Subpoenas

28. In connection with its subpoenas to various third-party Internet Service Providers, Nintendo sought information from Reddit, Inc. (“Reddit”) concerning the “archbox” account associated with the SwitchPirates community. Reddit produced a registration IP address determined to be located in the Phoenix, Arizona area. Attached hereto as **Exhibit 22** is a true and correct copy of a “whois” search on the website Domaintools.com, reflecting the association of that IP address with Cox Communications in the Phoenix, Arizona area.

29. In connection with its subpoenas to various third-party Internet Service Providers, Nintendo sought information from Discord, Inc. concerning the Discord user ID 339504162385690626, understood to be associated with the primary account of “archbox.” Information produced by Discord, Inc. identified a frequently used IP address in early 2024 determined to be located in the Phoenix, Arizona area. Attached hereto as **Exhibit 23** is a true and correct copy of a “whois” search on the website Domaintools.com, reflecting the association of that IP address with Centurylink Communications in the Phoenix, Arizona area.

Notice to Defendant of This Motion

30. Upon filing of the accompanying Motion for Entry of Default Judgment, I shall cause a copy of this Motion and its supporting papers to be mailed to Defendant Williams at Defendant’s last known address, which is the address previously used for service of process. Electronic copies will also be sent via e-mail to Defendant’s last known e-mail addresses.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed on October 2, 2025, at Los Angeles, California.


James D. Berkley

EXHIBIT 1

10/2/25, 1:22 PM

Nintendo Switch: User Agreement | Nintendo Support

Nintendo

Support

 How can we help?

[Home](#) > [Support](#) > [Nintendo Switch](#) > [Documents & Policies](#)

Nintendo Switch: User Agreement

Nintendo Switch, Nintendo Switch Lite, Nintendo Switch - OLED Model

- [End User License Agreement \(EULA\)](#)
- [Nintendo Privacy Policy](#)
- [Code of Conduct](#)
- [Nintendo Account User Agreement](#)

End User License Agreement (EULA)

THIS IS AN IMPORTANT AGREEMENT THAT APPLIES TO YOUR USE OF THIS NINTENDO VIDEO GAME CONSOLE!

If you are under the age of 18 STOP! You must get your parent or legal guardian to read and accept this Agreement.

End User License Agreement

This is an agreement (the "Agreement") between you and Nintendo of America Inc. (together with its affiliates, "Nintendo" or "we" or "our") and provides important information about your access to and use of this Nintendo video game console, its accessories, the Software (defined below), and any services available using this Nintendo video game console (the "Console").

Please read this Agreement carefully before using the Console. By clicking the "Accept" option, or by using the Console, you represent that you are 18 years of age or older (or the age of majority where you live) and agree to be bound by this Agreement. By clicking the "Accept" option, you acknowledge and agree that you are responsible for any use of the Console, including any use of the Console by other users, and are responsible for ensuring that all other users of the Console comply with the terms of this Agreement and any other applicable terms.

If you purchased the Console from an authorized retailer but do not agree to the terms of this Agreement, you may return the Console to the retailer for a full refund. All other users of the Console who do not



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Some of the services available through the Console are subject to and governed by separate terms and conditions. We will make such terms and conditions available to you through the applicable service. Your acceptance of such terms and conditions is required for you to use the applicable services in connection with the Console.

THIS AGREEMENT CONTAINS A BINDING ARBITRATION AND CLASS ACTION WAIVER PROVISION IN SECTION 7 THAT AFFECTS YOUR RIGHTS UNDER THIS AGREEMENT AND WITH RESPECT TO ANY "CLAIM" (AS DEFINED IN SECTION 7) BETWEEN YOU AND NINTENDO. YOU HAVE THE RIGHT TO OPT OUT OF THE PROVISION AS DESCRIBED IN SECTION 7.

1. License Grant/Restrictions.

Subject to the terms of this Agreement, you may use the software, content, and data that came with the Console, or that is compatible with or authorized for use in connection therewith, including any updates or replacement to that software, content, or data that we or our authorized providers make available to you (collectively, the "Software"). The Software is licensed, not sold, to you solely for your personal, noncommercial use on the Console. You may not publish, copy, modify, reverse engineer, lease, rent, decompile, disassemble, distribute, offer for sale, or create derivative works of any portion of the Software, or bypass, modify, defeat, tamper with, or circumvent any of the functions or protections of the Console, unless otherwise permitted by law. Content obtained through the use of an unauthorized device, or through the unauthorized modification of Console hardware or software, may be removed. You agree not to use the Console in an unlawful manner or to access the consoles, devices, accounts, or data of others (including Nintendo) without their (or our) consent.

2. Updates.

The Console is constantly evolving, and we may update or change the Console, in whole or in part. Such updates or changes to all or a portion of the Console (an "Update" or "Updates") may be required for you to play games, enjoy features, software, data or content, or continue to access services available through the Console. Some of these Updates may be provided automatically without notice to you. You consent to Nintendo providing you with, and installing, automatic Updates to the Console in the background with or without notice to you. You agree that any Update is governed by this Agreement.

After the Console is updated or changed (including without limitation in connection with an Update), any existing or future unauthorized modification of the Console or Software, or the use of an unauthorized device in connection with the Console, may render the Console and/or Software permanently unusable.

3. Use of Information.

We may use and share information that you give to us and information that we collect when you use our products and/or services (including the Console) as described in our Privacy Policy, located on support.nintendo.com. This may include personally identifiable information as well as anonymous or aggregate information about your use of the Console or the Console's performance. We recommend that you review our Privacy Policy before each use of a Nintendo product or service to help you stay informed of our privacy practices. Our Privacy Policy is designed to help you understand the types of information that we collect and how that information is protected.



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4. Nintendo Intellectual Property/Reservation of Rights.

Nintendo owns all right, title and interest (including all intellectual property rights) in, and has the right to use and sublicense, the Nintendo Intellectual Property utilized in connection with the Console.

"Nintendo Intellectual Property" refers to all intellectual property, including but not limited to registered and unregistered trademarks, logos, registered and unregistered designs, copyrights, database rights, inventions, patents, trade secrets, know-how, and other confidential and proprietary information which Nintendo developed, owns or is granted a license to use. Neither the sale, transfer, license, nor the use of the Console transfers any title or ownership of any of our intellectual property rights, including without limitation the Nintendo Intellectual Property. We reserve all rights that we have not expressly granted in this Agreement. Nintendo reserves all rights in the Nintendo Intellectual Property.


5. Termination.

Your rights under this Agreement will immediately terminate if you do not comply with any term of this Agreement. At the time of any termination of this Agreement, you will immediately cease all use of the Console. Our failure to insist upon or enforce your strict compliance with this Agreement will not constitute a waiver of any of our rights.

6. Disclaimer of Warranties and Limitation of Liability.

- A. THE LIMITATIONS OF LIABILITY SET FORTH IN THIS SECTION WILL NOT LIMIT OR EXCLUDE LIABILITY FOR THE GROSS NEGLIGENCE, INTENTIONAL MISCONDUCT OR FRAUD OF NINTENDO.
- B. USE OF THE CONSOLE IS AT YOUR SOLE RISK. NINTENDO IS NOT RESPONSIBLE FOR ANY NON-NINTENDO SITES, SERVICES, APPLICATIONS, CONTENT, DATA, MESSAGES, OR OTHER ITEMS THAT YOU ACCESS, USE, OR SHARE VIA THE CONSOLE. EXCEPT FOR ANY LIMITED WARRANTY THAT APPLIES TO THE CONSOLE, NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY NINTENDO OR ITS REPRESENTATIVES CREATES A WARRANTY, THE CONSOLE IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND AND, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NINTENDO DISCLAIMS ALL WARRANTIES WITH RESPECT TO THE CONSOLE, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
- C. TO THE MAXIMUM EXTENT PERMITTED BY LAW, NINTENDO WILL NOT BE LIABLE TO YOU FOR ANY SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING OUT OF OR RELATING TO YOUR ACCESS, USE, MISUSE, OR INABILITY TO USE THE CONSOLE, EVEN IF NINTENDO HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY LAW, NINTENDO'S AGGREGATE LIABILITY TO YOU IN CONNECTION WITH ANY CLAIMS ARISING OUT OF OR RELATING TO THE CONSOLE IS LIMITED TO THE AMOUNT YOU ACTUALLY PAID FOR THE CONSOLE.
- D. IF A LAW RESTRICTS OUR ABILITY TO LIMIT LIABILITY OR DISCLAIM WARRANTIES, THE LIMITATIONS LISTED ABOVE MAY NOT APPLY TO YOU. IN THAT CASE, WE LIMIT OUR LIABILITY AND DISCLAIM WARRANTIES TO THE GREATEST EXTENT PERMITTED BY LAW.

7. Dispute Resolution; Binding Individual Arbitration; Class Action Waiver.

- A. Our consumer support team  may have information regarding the Console. You may contact us by phone  or by email at consumer-support@nintendo.com.

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useragreement@noa.nintendo.com, or by regular mail sent to Nintendo of America Inc., Attn: User Agreement, 4600 150th Ave NE, Redmond, WA 98052 USA. Most matters are quickly resolved in this manner to our customer's satisfaction. Any matter we are unable to resolve and all disputes or claims arising out of or relating to this Agreement, including its formation, enforceability, performance, or breach (each, a "Claim"), with the exception of the matters described in section 7(C) below, shall be finally settled by binding arbitration administered by the American Arbitration Association in accordance with the provisions of its Commercial Arbitration Rules and the supplementary procedures for consumer-related disputes of the American Arbitration Association (the "AAA"), excluding any rules or procedures governing or permitting class actions. The arbitrator, and not any federal, state, or local court or agency, shall have exclusive authority to resolve all Claims. The arbitrator shall be empowered to grant whatever relief would be available in a court under law or in equity. The arbitrator's award shall be binding on the parties and may be entered as a judgment in any court of competent jurisdiction. The parties understand that, absent this mandatory provision, they would have the right to sue in court and have a jury trial. They further understand that, in some instances, the costs of arbitration could exceed the costs of litigation and the right to discovery may be more limited in arbitration than in court. Any such arbitration shall be conducted by the parties in their individual capacities only and not as a class action or other representative action, and the parties waive their right to file a class action or seek relief on a class basis. If any court or arbitrator determines that the class-action waiver set forth in the preceding sentence is void or unenforceable for any reason or that an arbitration can proceed on a class basis, then the arbitration provision set forth in this Section 7 shall be deemed null and void in its entirety and the parties shall be deemed to have not agreed to arbitrate Claims.

- B. The rules governing the arbitration may be accessed at www.adr.org or by calling the AAA at +1-800-778-7879. To the extent the initial filing fee for the arbitration exceeds the initial filing fee for a lawsuit, we will pay the difference in fees. If the arbitrator finds the arbitration to be non-frivolous, we will pay all of the actual filing and arbitrator fees for the arbitration, provided your claim is less than \$75,000. The arbitration rules also permit you to recover attorney's fees in certain cases.
- C. Section 7(A) does not apply to any Claim (i) in which a party is attempting to protect its intellectual property rights (such as its patent, copyright, trademark, trade secret, or moral rights, but not including its privacy or publicity rights), or (ii) that may be brought in small-claims court.
- D. 30-Day Right to Opt Out. You have the right to opt out of the provisions of this Section 7 by sending written notice of your decision to opt out to the following address: Nintendo of America Inc., Attn: CS Admin, 4600 150th Ave NE, Redmond, WA 98052 within 30 days of purchasing the Nintendo video game console. Your notice should include the serial number and, if applicable, your purchase receipt. If you send this notice, then Section 7 will not apply to either party. If you do not send this notice, then you agree to be bound by this Section 7.

8. Enforcement.

If any part of this Agreement is held to be invalid or unenforceable, that part will no longer apply to the parties but all other provisions of this Agreement shall remain in full force and effect. If we do not enforce a provision of this Agreement, that shall not be considered a waiver of our right to enforce that provision in the future.



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of our rights. Any waiver of this Agreement must be obtained in a written document signed by an authorized representative of Nintendo.

9. **Governing Law/Venue.**

This Section 9 shall apply in the event that a dispute or Claim is not governed by Section 7:

- A. If you reside in the United States or a country other than Canada, this Agreement and any disputes arising in connection therewith shall be subject to and governed by, construed and interpreted in accordance with the laws of the State of Washington, U.S.A., except for its conflict of law rules, and the parties consent to the exclusive jurisdiction of the courts located in King County, Washington, U.S.A.
- B. If you reside in Canada, this Agreement and any disputes arising in connection therewith shall be subject to and governed by, construed and interpreted in accordance with the laws of the Province of British Columbia, Canada, except for its conflict of law rules, and the parties consent to the exclusive jurisdiction of the courts located in British Columbia, B.C., Canada.

By clicking the "Accept" option, you acknowledge that you have read and agree to be bound by the End User License Agreement.

Nintendo Privacy Policy

[Review our Privacy Policy.](#)

Code of Conduct

[Review our Code of Conduct.](#)

Nintendo Account User Agreement

[Review our Nintendo Account User Agreement.](#)

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Health and safety precautions
Wireless regulatory info
Supply chain transparency



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Nintendo Switch: User Agreement | Nintendo Support

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 English



EXHIBIT 2

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Nintendo Support: Nintendo Switch Family: User Agreement

The Wayback Machine - https://web.archive.org/web/20211118132306/https://en-americas-support.nintendo.com/app/answers/detail/a_id/480...

Customer Support

My Support Dashboard ^{new!}

Nintendo Switch Family

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Nintendo Switch Family: User Agreement

- End User License Agreement (EULA)
- Nintendo Privacy Policy
- Code of Conduct
- Nintendo Account User Agreement

End User License Agreement (EULA)

THIS IS AN IMPORTANT AGREEMENT THAT APPLIES TO YOUR USE OF THIS NINTENDO VIDEO GAME CONSOLE!

If you are under the age of 18 STOP! You must get your parent or legal guardian to read and accept this Agreement.

End User License Agreement

This is an agreement (the "Agreement") between you and Nintendo of America Inc. (together with its affiliates, "Nintendo" or "we" or "our") and provides important information about your access to and use of this Nintendo video game console, its accessories, the Software (defined below), and any services available using this Nintendo video game console (the "Console").

Please read this Agreement carefully before using the Console. By clicking the "Accept" option, or by using the Console, you represent that you are 18 years of age or older (or the age of majority where you live) and agree to be bound by this Agreement. By clicking the "Accept" option, you acknowledge and agree that you are responsible for any use of the Console, including any use of the Console by other users, and are responsible for ensuring that all other users of the Console comply with the terms of this Agreement and any other applicable terms.

If you purchased the Console from an authorized retailer but do not agree to the terms of this Agreement, you may return the Console for a refund in accordance with the applicable return policy. All other users of the Console who do not agree to this Agreement must not use the Console.

Some of the services available through the Console are subject to and governed by separate terms and conditions. We will make such terms and conditions available to you through the applicable service. Your acceptance of such terms and conditions is required for you to use the applicable services in connection with the Console.

THIS AGREEMENT CONTAINS A BINDING ARBITRATION AND CLASS ACTION WAIVER PROVISION IN SECTION 7 THAT AFFECTS YOUR RIGHTS UNDER THIS AGREEMENT AND WITH RESPECT TO ANY "CLAIM" (AS DEFINED IN SECTION 7) BETWEEN YOU AND NINTENDO. YOU HAVE THE RIGHT TO OPT OUT OF THE PROVISION AS DESCRIBED IN SECTION 7.

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Nintendo Support: Nintendo Switch Family: User Agreement

1. License Grant/Restrictions.

Subject to the terms of this Agreement, you may use the software, content, and data that came with the Console, or that is compatible with or authorized for use in connection therewith, including any updates or replacement to that software, content, or data that we or our authorized providers make available to you (collectively, the "Software"). The Software is licensed, not sold, to you solely for your personal, noncommercial use on the Console. You may not publish, copy, modify, reverse engineer, lease, rent, decompile, disassemble, distribute, offer for sale, or create derivative works of any portion of the Software, or bypass, modify, defeat, tamper with, or circumvent any of the functions or protections of the Console, unless otherwise permitted by law. Content obtained through the use of an unauthorized device, or through the unauthorized modification of Console hardware or software, may be removed. You agree not to use the Console in an unlawful manner or to access the consoles, devices, accounts, or data of others (including Nintendo) without their (or our) consent.

2. Updates.

The Console is constantly evolving, and we may update or change the Console, in whole or in part. Such updates or changes to all or a portion of the Console (an "Update" or "Updates") may be required for you to play games, enjoy features, software, data or content, or continue to access services available through the Console. Some of these Updates may be provided automatically without notice to you. You consent to Nintendo providing you with, and installing, automatic Updates to the Console in the background with or without notice to you. You agree that any Update is governed by this Agreement.

After the Console is updated or changed (including without limitation in connection with an Update), any existing or future unauthorized modification of the Console or Software, or the use of an unauthorized device in connection with the Console, may render the Console and/or Software permanently unusable.

3. Use of Information.

We may use and share information that you give to us and information that we collect when you use our products and/or services (including the Console) as described in our Privacy Policy, located on support.nintendo.com. This may include personally identifiable information as well as anonymous or aggregate information about your use of the Console or the Console's performance. We recommend that you review our Privacy Policy before each use of a Nintendo product or service to help you stay informed of our privacy practices. Our Privacy Policy is designed to help you understand the types of information that we collect, how we use and share the information and how the information is protected.

4. Nintendo Intellectual Property/Reservation of Rights.

Nintendo owns all right, title and interest (including all intellectual property rights) in, and has the right to use and sublicense, the Nintendo Intellectual Property utilized in connection with the Console. "Nintendo Intellectual Property" refers to all intellectual property, including but not limited to registered and unregistered trademarks, logos, registered and unregistered designs, copyrights, database rights, inventions, patents, trade secrets, know-how, and other confidential and proprietary information which Nintendo developed, owns or is granted a license to use. Neither the sale, transfer, license, nor the use of the Console transfers any title or ownership of any of our intellectual property rights, including without limitation the Nintendo Intellectual Property. We reserve all rights that we have not expressly granted in this Agreement. Nintendo reserves all rights in the Nintendo Intellectual Property.

5. Termination.

Your rights under this Agreement will immediately terminate if you do not comply with any term of this Agreement. At the time of any termination of this Agreement, you will immediately cease all use of the Console. Our failure to insist upon or enforce your strict compliance with this Agreement will not constitute a waiver of any of our rights.

6. Disclaimer of Warranties and Limitation of Liability.

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Nintendo Support: Nintendo Switch Family: User Agreement

- A. THE LIMITATIONS OF LIABILITY SET FORTH IN THIS SECTION WILL NOT LIMIT OR EXCLUDE LIABILITY FOR THE GROSS NEGLIGENCE, INTENTIONAL MISCONDUCT OR FRAUD OF NINTENDO.
 - B. USE OF THE CONSOLE IS AT YOUR SOLE RISK. NINTENDO IS NOT RESPONSIBLE FOR ANY NON-NINTENDO SITES, SERVICES, APPLICATIONS, CONTENT, DATA, MESSAGES, OR OTHER ITEMS THAT YOU ACCESS, USE, OR SHARE VIA THE CONSOLE. EXCEPT FOR ANY LIMITED WARRANTY THAT APPLIES TO THE CONSOLE, NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY NINTENDO OR ITS REPRESENTATIVES CREATES A WARRANTY, THE CONSOLE IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND AND, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NINTENDO DISCLAIMS ALL WARRANTIES WITH RESPECT TO THE CONSOLE, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
 - C. TO THE MAXIMUM EXTENT PERMITTED BY LAW, NINTENDO WILL NOT BE LIABLE TO YOU FOR ANY SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING OUT OF OR RELATING TO YOUR ACCESS, USE, MISUSE, OR INABILITY TO USE THE CONSOLE, EVEN IF NINTENDO HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY LAW, NINTENDO'S AGGREGATE LIABILITY TO YOU IN CONNECTION WITH ANY CLAIMS ARISING OUT OF OR RELATING TO THE CONSOLE IS LIMITED TO THE AMOUNT YOU ACTUALLY PAID FOR THE CONSOLE.
 - D. IF A LAW RESTRICTS OUR ABILITY TO LIMIT LIABILITY OR DISCLAIM WARRANTIES, THE LIMITATIONS LISTED ABOVE MAY NOT APPLY TO YOU. IN THAT CASE, WE LIMIT OUR LIABILITY AND DISCLAIM WARRANTIES TO THE GREATEST EXTENT PERMITTED BY LAW.
- 7. Dispute Resolution; Binding Individual Arbitration; Class Action Waiver.**
- A. Our consumer services department is available to address any concerns you may have regarding the Console. You may contact them by phone at 1-800-255-3700, by email at useragreement@noa.nintendo.com, or by regular mail sent to Nintendo of America Inc., Attn: User Agreement, 4600 150th Ave NE, Redmond, WA 98052 USA. Most matters are quickly resolved in this manner to our customer's satisfaction. Any matter we are unable to resolve and all disputes or claims arising out of or relating to this Agreement, including its formation, enforceability, performance, or breach (each, a "Claim"), with the exception of the matters described in section 7(C) below, shall be finally settled by binding arbitration administered by the American Arbitration Association in accordance with the provisions of its Commercial Arbitration Rules and the supplementary procedures for consumer-related disputes of the American Arbitration Association (the "AAA"), excluding any rules or procedures governing or permitting class actions. The arbitrator, and not any federal, state, or local court or agency, shall have exclusive authority to resolve all Claims. The arbitrator shall be empowered to grant whatever relief would be available in a court under law or in equity. The arbitrator's award shall be binding on the parties and may be entered as a judgment in any court of competent jurisdiction. The parties understand that, absent this mandatory provision, they would have the right to sue in court and have a jury trial. They further understand that, in some instances, the costs of arbitration could exceed the costs of litigation and the right to discovery may be more limited in arbitration than in court. Any such arbitration shall be conducted by the parties in their individual capacities only and not as a class action or other representative action, and the parties waive their right to file a class action or seek relief on a class basis. If any court or arbitrator determines that the class-action waiver set forth in the preceding sentence is void or unenforceable for any reason or that an arbitration can proceed on a class basis, then the arbitration provision set forth in this Section 7 shall be deemed null and

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Nintendo Support: Nintendo Switch Family: User Agreement

void in its entirety and the parties shall be deemed to have not agreed to arbitrate Claims.

- B. The rules governing the arbitration may be accessed at www.adr.org or by calling the AAA at +1-800-778-7879. To the extent the initial filing fee for the arbitration exceeds the initial filing fee for a lawsuit, we will pay the difference in fees. If the arbitrator finds the arbitration to be non-frivolous, we will pay all of the actual filing and arbitrator fees for the arbitration, provided your claim is less than \$75,000. The arbitration rules also permit you to recover attorney's fees in certain cases.
- C. Section 7(A) does not apply to any Claim (i) in which a party is attempting to protect its intellectual property rights (such as its patent, copyright, trademark, trade secret, or moral rights, but not including its privacy or publicity rights), or (ii) that may be brought in small-claims court.
- D. 30-Day Right to Opt Out. You have the right to opt out of the provisions of this Section 7 by sending written notice of your decision to opt out to the following address:
Nintendo of America Inc., Attn: CS Admin, 4600 150th Ave NE, Redmond, WA 98052
within 30 days of purchasing the Nintendo video game console. Your notice should include the serial number and, if applicable, your purchase receipt. If you send this notice, then Section 7 will not apply to either party. If you do not send this notice, then you agree to be bound by this Section 7.

8. Enforcement.

If any part of this Agreement is held to be invalid or unenforceable, that part will no longer apply to the parties but all other parts of the Agreement will remain in effect unless otherwise provided in this Agreement. If we do not enforce any provision of this Agreement, that will not be considered a waiver of our rights. Any waiver of this Agreement must be obtained in a written document signed by an authorized representative of Nintendo.

9. Governing Law/Venue.

This Section 9 shall apply in the event that a dispute or Claim is not governed by Section 7:

- A. If you reside in the United States or a country other than Canada, this Agreement and any disputes arising in connection therewith shall be subject to and governed by, construed and interpreted in accordance with the laws of the State of Washington, U.S.A., except for its conflict of law rules, and the parties consent to the exclusive jurisdiction of the courts located in King County, Washington, U.S.A.
- B. If you reside in Canada, this Agreement and any disputes arising in connection therewith shall be subject to and governed by, construed and interpreted in accordance with the laws of the Province of British Columbia, Canada, except for its conflict of law rules, and the parties consent to the exclusive jurisdiction of the courts located in British Columbia, B.C., Canada.

By clicking the "Accept" option, you acknowledge that you have read and agree to be bound by the End User License Agreement.

Nintendo Privacy Policy

[Review our Privacy Policy.](#)

Code of Conduct

[Review our Code of Conduct.](#)

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Nintendo Support: Nintendo Switch Family: User Agreement

Nintendo Account User Agreement

Review our Nintendo Account User Agreement.

Is this answer helpful?

Yes

No

About Nintendo

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IP Policy
Sitemap

Where to Buy

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List of Online Retailers
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EXHIBIT 3

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Nintendo Account



Nintendo Account

Nintendo Account User Agreement

THIS IS AN IMPORTANT AGREEMENT THAT APPLIES TO YOUR USE OF THE NINTENDO ACCOUNT SERVICES!

If you are under the age of 18 (or the age of majority where you live), STOP! You must get your parent or legal guardian to read and accept this Agreement on your behalf. By using the Nintendo Account Services, your parent or legal guardian agrees to this Nintendo Account User Agreement and they are responsible for your use and any issues or claims related to the Nintendo Account Services.

Nintendo Account User Agreement

Effective Date: 05/2025

[What's changed?](#)

This Nintendo Account User Agreement (the "Agreement") is by and among you, Nintendo Co., Ltd. ("NCL"), and Nintendo of America Inc. ("NOA", and together with NCL, "Nintendo," "we," "us," or "our"), and governs your use of the Nintendo Account Services through your Nintendo Account (defined below).

If you do not agree to the terms of this Agreement, please do not use the Nintendo Account Services.

Please read this Agreement carefully before using the Nintendo Account Services. By using the Nintendo Account Services, you represent that you are 18 years of age or older (or the age of majority where you live) and agree to be bound by this Agreement. By entering into this Agreement, you acknowledge and agree that you are legally and financially responsible for any use of the Nintendo Account Services under your Nintendo Account, including any use of the Nintendo Account Services by other users under your Nintendo Account, whether or not such use was explicitly authorized by you, and are responsible for ensuring that all other users of the Nintendo Account Services under your Nintendo Account comply with the terms of this Agreement and any other applicable terms. In addition, you agree that if you use the functionality of the Nintendo Account Services to create or link any supervised users to your Nintendo Account then you will be responsible for all uses of the Nintendo Account Services by such supervised user, whether or not such uses were explicitly authorized by you.

NOTE: THIS AGREEMENT CONTAINS A BINDING ARBITRATION PROVISION AND CLASS ACTION WAIVER IN SECTION 16 THAT, TO THE FULLEST EXTENT PERMITTED BY LAW, REQUIRES BOTH YOU AND NINTENDO TO RESOLVE MOST "CLAIMS" (AS DEFINED IN SECTION 16) ON AN INDIVIDUAL BASIS AND NOT AS A CLASS ARBITRATION, A CLASS ACTION, ANY OTHER KIND OF REPRESENTATIVE PROCEEDING, OR BY JURY TRIAL. YOU MAY OPT OUT OF THE BINDING ARBITRATION BY FOLLOWING THE PROCEDURE IN SECTION 16(J).

Nintendo is thoughtful about the features and services we offer our users, including children. Parents and legal guardians play the most important role in helping their children understand how to safely engage with technology. We encourage use of parental controls to help parents and legal guardians manage use of the Nintendo Account Services.

1. Definitions
2. License
3. Creating and Managing Nintendo Account
4. Use of the Nintendo Account Services
5. Updates to the Nintendo Account Services
6. User-Generated Content
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8. Digital Items
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Nintendo Account

13. Breach and Termination of the Agreement; Changes to the Agreement
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15. Disclaimer of Warranties and Limitation of Liability
16. Dispute Resolution; Binding Arbitration; Class Action Waiver
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20. Additional Terms for Customer Using Apple Devices
21. Third Party Rights

1. Definitions

"Nintendo Account" means the account created by a person that is used in connection with the Nintendo Account Services.

"Nintendo Account Service(s)" means the services, applications, software, content, and data we make available to you through your Nintendo Account, including, for example, the Nintendo Switch Parental Controls application, video games, and add-on content, as well as any other Nintendo products, services, applications, software, content, or data that requires the use of a Nintendo Account or to which you link your Nintendo Account.

2. License

Subject to the terms of this Agreement, Nintendo grants you a non-exclusive, non-transferable, revocable license to use the Nintendo Account Services solely for your personal and non-commercial use. For clarity, the Nintendo Account Services are licensed, not sold, to you, and you may not make use of the Nintendo Account Services except as expressly authorized by this Agreement.

Without limitation, you agree that you may not (a) publish, copy, modify, reverse engineer, lease, rent, decompile, disassemble, distribute, offer for sale, or create derivative works of any portion of the Nintendo Account Services; (b) bypass, modify, decrypt, defeat, tamper with, or otherwise circumvent any of the functions or protections of the Nintendo Account Services, including through the use of any hardware or software that would cause the Nintendo Account Services to operate other than in accordance with its documentation and intended use; (c) obtain, install or use any unauthorized copies of Nintendo Account Services; or (d) exploit the Nintendo Account Services in any manner other than to use them in accordance with the applicable documentation and intended use, in each case, without Nintendo's written consent or express authorization, or unless otherwise expressly permitted by applicable law. You acknowledge that if you fail to comply with the foregoing restrictions Nintendo may render the Nintendo Account Services and/or the applicable Nintendo device permanently unusable in whole or in part.

3. Creating and Managing Your Nintendo Account

You must have a Nintendo Account to use the Nintendo Account Services. Unless we permit otherwise, each person may only have one Nintendo Account.

When you create your Nintendo Account, you must provide us with accurate information. You must promptly update your Nintendo Account information if it changes. We reserve the right to deny, ban, or cancel your Nintendo Account and any accounts associated with your Nintendo Account for any reason.

If you change the country of your Nintendo Account, you must agree to the Nintendo Account User Agreement applicable to the new country. Certain Nintendo Account Services and Nintendo Account rights may be impacted if you change your country registration.

Your Nintendo Account is personal to you, and you are prohibited from (i) selling, renting, leasing, lending, or transferring your Nintendo Account or (ii) accessing or using a Nintendo Account belonging to another person. If you sell or transfer your Nintendo device or smart device, you must unlink your Nintendo Account from the device and any on-device Nintendo Account Services. To protect your Nintendo Account, please keep your Nintendo Account information and password confidential. You are responsible for all activity and purchases on or through your Nintendo Account and any accounts associated with your Nintendo Account, including supervised users under your Nintendo Account. Please notify Nintendo if you learn of any unauthorized use of your Nintendo Account or associated accounts.

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Nintendo Account

4. Use of the Nintendo Account Services

The Nintendo Account Services may be accessed through products or devices manufactured by Nintendo or certain third party products or devices. Some Nintendo Account Services may only be accessed on a Nintendo product or device. We offer a variety of Nintendo Account Services, so additional terms and conditions may apply to your use of certain Nintendo Account Services. In the event of any conflict between the terms and conditions of this Agreement and any additional terms and conditions which apply to your use of a Nintendo Account Service, the terms and conditions set forth in this Agreement will control.

The Nintendo Account Services may contain or refer to products, services, applications, software, content, or data that are provided and/or maintained by third parties and not by Nintendo (collectively, "Third Party Services"), as well as links to websites that contain such Third Party Services. Nintendo does not own, control, endorse, review or monitor the Third Party Services, makes no representation or warranties of any kind regarding the Third Party Services, and is not responsible for any Third Party Services. If you access or use any Third Party Services, you do so at your own risk. Your use of any Third Party Services may be subject to additional terms imposed by the third party that operates such Third Party Services.

The Nintendo Account Services may contain software licensed under the terms of open-source licenses. Information regarding any such open-source software that is distributed to you, including the licenses under which such open-source software is distributed, can be found at <https://www.nintendo.co.jp/support/oss/index.html>.

In addition, Nintendo has implemented reCAPTCHA Enterprise in connection with certain Nintendo Account Services, and by using the Nintendo Account Services you are also agreeing to be bound by the Google [Privacy Policy](#) and [Terms of Use](#).

The Nintendo Account Services may vary by country or region and not all Nintendo Account Services are available to all Nintendo Account holders.

We may allow you to link and unlink your Nintendo Account to and from certain Nintendo Account Services, Nintendo devices or products, and smart device applications. Once you link your Nintendo Account to a Nintendo device or product, all activity on that device or product will be subject to this Agreement. You acknowledge that other users of a Nintendo device, product or application to which your Nintendo Account is linked may have the ability to modify, access, transfer, or delete the Nintendo Account Services or data on the device, product, or application, and Nintendo is not responsible or liable to you for any such modification, access, transfer, or deletion.

In the event that you unlink your Nintendo Account from a Nintendo Account Service, device, product, or application, you may not be able to enjoy the rights and benefits of your Nintendo Account via that Nintendo Account Service, device, or application. Nintendo is not responsible or liable to you for any losses resulting from any such disconnection.

You agree to comply with all applicable laws and regulations in connection with your use of the Nintendo Account Services, including without limitation compliance with all import/export laws and regulations.

You are responsible for all costs incurred in connection with your use of the device on which you access the Nintendo Account Services, including for example, all mobile data and service plans.

From time to time, we may suspend, modify, discontinue, or terminate all or some of the Nintendo Account Services without liability or notice to you after which point it may no longer be possible for you to access such Nintendo Account Service(s) or any content or data which you may save or access through such Nintendo Account Service(s).

We strive to keep the Nintendo Account Services up and running; however, all online services suffer occasional disruptions and outages. In the event of an outage you may not be able to access the Nintendo Account Services. In addition, you acknowledge that certain components of the Nintendo Account Services require an internet connection, and the performance of these components may depend upon the quality and stability of your internet connection. You are solely responsible for payment of any third-party fees associated with your internet connection, including internet service provider or airtime charges. The provision, quality and security of internet connectivity are the sole responsibility of the third party providing your internet service.

TO THE EXTENT PERMITTED BY LAW AND WITHOUT LIMITING SECTION 15, NINTENDO DOES NOT MAKE ANY GUARANTEE OR WARRANTY WITH RESPECT TO THE AVAILABILITY OR PERFORMANCE OF THE NINTENDO ACCOUNT SERVICES OR ANY CONTENT OR DATA YOU MAY SAVE, STORE OR ACCESS THROUGH THE NINTENDO ACCOUNT SERVICES, AND, TO THE FULLEST EXTENT

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Nintendo Account

PERMITTED BY APPLICABLE LAW, NINTENDO SPECIFICALLY DISCLAIMS ANY GUARANTEE OR WARRANTY THAT THE NINTENDO ACCOUNT SERVICES OR ANY CONTENT YOU MAY STORE OR ACCESS THROUGH THE NINTENDO ACCOUNT SERVICES WILL NOT BE SUBJECT TO DISRUPTION, DAMAGE, CORRUPTION, LOSS, REMOVAL, OR DISCONTINUATION (A "SERVICE INTERRUPTION"). NINTENDO SHALL NOT BE RESPONSIBLE SHOULD ANY SUCH SERVICE INTERRUPTION OCCUR, AND YOU AGREE THAT IN NO EVENT WILL YOU BE ENTITLED TO OR RECEIVE A REFUND, CREDIT OR ANY OTHER COMPENSATION FOR ANY CONTENT OR PORTION OF THE NINTENDO ACCOUNT SERVICES THAT YOU ARE NOT ABLE TO USE OR HAVE DIFFICULTY USING, IN WHOLE OR IN PART, DUE TO ANY SERVICE INTERRUPTION.

5. Updates to the Nintendo Account Services

The Nintendo Account Services are constantly evolving, and we may update or change features and functionality of the Nintendo Account Services from time to time ("Updates"). You may not be able to continue using some of the Nintendo Account Services after the Updates. Some of these Updates may be provided automatically without notice to you. By accepting this Agreement, you consent to Nintendo providing you with, and installing, automatic Updates to the Nintendo Account Services. You agree that any Update is covered by this Agreement.

6. User-Generated Content

The Nintendo Account Services may allow you to create and share User-Generated Content. "User-Generated Content" means text, images, audio, video, experiences, or other content that you create within the Nintendo Account Services and are able to share with the public or other users of the Nintendo Account Services. By accepting this Agreement you also agree to adhere to the Nintendo Game Content Guidelines for Online Video & Image Sharing Platforms found [here](#).

You own your User-Generated Content. However, Nintendo retains ownership of any Nintendo Intellectual Property (as defined in Section 12) that is contained in your User-Generated Content. Since you own and control your User-Generated Content, you are responsible for it.

Nintendo is not responsible or liable for any User-Generated Content. We are not responsible for any loss or damages associated with any User-Generated Content, nor are we liable for any incorrect, defamatory, libelous, false, obscene, or offensive content you may encounter in connection with User-Generated Content. User-Generated Content is the sole responsibility of the user that made it available in connection with the Nintendo Account Services.

By accepting this Agreement, you give Nintendo permission to use and change your User Generated Content in any way and for any purpose for free. More specifically, you grant Nintendo and its affiliates and subsidiaries a worldwide, royalty-free, irrevocable, perpetual, non-exclusive, and sublicenseable license to, including after termination of this Agreement, use, reproduce, modify, adapt, publish, translate, distribute, perform, and display all or any portion of your User Generated Content, and to incorporate your User-Generated Content in other works, in any form, media or technology now known or later developed, including for promotional or marketing purposes, without any payment to you.

Your User-Generated Content may be viewed, reproduced, published and/or modified by Nintendo and third parties. Nintendo may delete any User-Generated Content from the Nintendo Account Services and/or Nintendo servers at any time, for any reason, in its sole discretion without notice or liability to you. Nintendo reserves the right to not post or publish User-Generated Content and is not obligated to store any User-Generated Content.

User-Generated Content that you make available through the Nintendo Account Services must comply with the Nintendo of America Community Guidelines (see Section 11). You should not include personal information such as your name, your email address, your address or your telephone number or any other personal information in User-Generated Content.

By making User-Generated Content available via the Nintendo Account Services, you represent that you are entitled to do so and agree that Nintendo is not obligated to monitor or protect your rights in any User-Generated Content. However, you give Nintendo the option and right to enforce your rights in such User-Generated Content, including, for example, the right to take legal action (at our cost) on your behalf.

The Nintendo Account Services may include tools that allow you to share your User-Generated Content directly to third party platforms and services (each, an "Authorized Platform"). You agree to only use and share User-Generated Content pursuant to the functionality provided by Nintendo as part of the Nintendo Account Services or any functionality inherent in any Authorized Platform, or as otherwise authorized by Nintendo, and you agree that you will not use or share (nor sub-license or otherwise permit any third party to use or share) your User-Generated Content for any other purpose. You further agree that, except to the extent authorized by Nintendo, you will not (and will not permit any third party

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Nintendo Account

to) create or use any User-Generated Content for any commercial purpose, including to receive payment or other consideration in exchange for access to such User-Generated Content, whether pursuant to or within the functionality of any Authorized Platform or otherwise.

7. Shopping Services; Rewards Program; Online Subscription Services

As part of the Nintendo Account Services, we make certain shopping services available to you (the "Shopping Services"). The Shopping Services may be accessed through your Nintendo Account to (a) establish and maintain an account balance and (b) view, download, or purchase certain products, software, content, and services ("Products"). The Shopping Services may vary by country, and may not be available in all countries.

In using the Shopping Services, you are responsible for all activity and purchases on or through your Nintendo Account and any accounts associated with your Nintendo Account, including supervised users under your Nintendo Account. This includes unauthorized, fraudulent, or erroneous transactions through your Nintendo Account, subject to any payment processing rules or applicable law. Please notify Nintendo if you learn of any unauthorized purchases through your Nintendo Account.

Payments for Products may be refundable as required by applicable law, and some Products may be returned or exchanged. For details on our refund policies, please refer [here](#). Please refer to [Purchase Terms](#) for additional terms applicable to the Shopping Services and Product purchases.

Nintendo offers a rewards program and online subscription services. Please see [here](#) and [here](#) for applicable terms. We reserve the right to modify such terms at any time without notice to you.

8. Digital Items

As part of the Nintendo Account Services, Nintendo or third parties may make certain digital content or items available to you ("Digital Items"). If you buy or acquire any Digital Items, you obtain a limited license (as set forth in Section 2) to use such Digital Items in connection with the Nintendo Account Services. Other than this limited license, you have no right or title in or to Digital Items. Digital Items cannot be sold or transferred to a third party (unless a transfer is permitted within the Nintendo Account Services) and cannot be exchanged for or converted to cash or legal tender or for any goods or services outside of the Nintendo Account Services.

9. Use of Information

Nintendo (including its subsidiaries and affiliates) may access, use, monitor, delete, disclose and/or preserve information associated with your use of the Nintendo Account Services (including, without limitation, User-Generated Content and your interactions with other users) as is necessary, in Nintendo's discretion, to (a) comply with applicable laws, rules, regulations, or orders; (b) enforce this Agreement or protect the rights of Nintendo, its users, or the public; (c) enforce the Nintendo of America Community Guidelines (see Section 11); (d) help prevent a loss of life or serious physical injury to anyone; (e) prevent potentially illegal or offensive activities; and (f) provide and/or improve features of the Nintendo Account Services.

10. Privacy Policy

We may use and share information that you give to us and information that we collect when you use our products and/or services (including the Nintendo Account Services) as described in our [Privacy Policy](#). This may include personally identifiable information as well as anonymous or aggregate information about your use of the Nintendo Account Services. We recommend that you review our Privacy Policy before each use of a Nintendo product or service to help you stay informed of our privacy practices. Our Privacy Policy is designed to help you understand the types of information that we collect, how we use and share the information and how the information is protected.

11. Nintendo of America Community Guidelines

To help keep the Nintendo Account Services safe, friendly, welcoming, and fun for all users, you agree that you will adhere to the Nintendo of America Community Guidelines found [here](#) and the Community Tournament Guidelines found [here](#).

12. Intellectual Property Rights

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Nintendo Account

Other than your right to use the Nintendo Account Services as described in this Agreement, and as between you and Nintendo, we retain and reserve all right, title, and interest in and to the Nintendo Account Services, including without limitation, to all Nintendo Intellectual Property. "Nintendo Intellectual Property" means all registered and unregistered trademarks, service marks, logos, registered and unregistered designs, copyrights, database rights, inventions, patents, trade secrets, know-how, technological protection measures, and other confidential and proprietary information of Nintendo, including without limitation, all other proprietary or intellectual property rights of any kind in any country.

13. Breach and Termination of the Agreement; Changes to the Agreement

Nintendo may terminate this Agreement or suspend your access to any or all Nintendo Account Services, in our sole discretion and without prior notice to you, if you violate this Agreement, if we have a reasonable belief such a violation has or will occur, or as we otherwise determine to be reasonably necessary for legal, technical or commercial reasons, such as to prevent harm to other users or the Nintendo Account Services. Upon any such termination or suspension, you must immediately stop using the Nintendo Account Services.

For the avoidance of doubt, Nintendo's right to terminate this Agreement or suspend your access to any or all Nintendo Account Services set forth in the preceding paragraph shall apply with respect to the conduct of any other user under your Nintendo Account or linked to your Nintendo Account through the supervised user functionality.

You may terminate this Agreement by deleting your Nintendo Account and discontinuing use of the Nintendo Account Services. If you initiate deletion of your Nintendo Account, access to some or all of the Nintendo Account Services may be lost, and any accounts associated with your Nintendo Account may be deleted.

We may change the terms of this Agreement from time to time. When we update the Agreement, we will provide notice of the update such as by posting the current version of the Agreement on Nintendo's website. If you do not agree to the changes, you must immediately stop using the Nintendo Account Services. If you continue to use the Nintendo Account Services, you will be confirming your acceptance of the updated Agreement.

14. Indemnity

If Nintendo (including its subsidiaries and/or affiliates) is subject to any actual or threatened claims, costs, damages, losses, or other liabilities (collectively, "Covered Losses") as a result of your use of any of the Nintendo Account Services, or any data, information, or other item you make available through the Nintendo Account Services, then you agree to indemnify us from all such Covered Losses and any related costs, such as reasonable attorneys' fees.

Some jurisdictions limit consumer indemnities, so some or all of the indemnity provisions above may not apply to you. If you are obligated to indemnify us, we will have the right, in our sole discretion, to control any action or proceeding and determine whether we wish to settle it, and if so, on what terms.

15. Disclaimer of Warranties and Limitation of Liability

USE OF THE NINTENDO ACCOUNT SERVICES IS AT YOUR SOLE RISK. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY NINTENDO OR ITS REPRESENTATIVES CREATES A WARRANTY. THE NINTENDO ACCOUNT SERVICES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, AND, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, NINTENDO DISCLAIMS ALL WARRANTIES WITH RESPECT TO THE NINTENDO ACCOUNT SERVICES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. TO THE MAXIMUM EXTENT PERMITTED BY LAW, NINTENDO WILL NOT BE LIABLE TO YOU FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY, ARISING OUT OF OR RELATING TO YOUR ACCESS, USE, MISUSE, OR INABILITY TO USE THE NINTENDO ACCOUNT SERVICES, EVEN IF NINTENDO HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY CASE, NINTENDO'S AGGREGATE LIABILITY TO YOU IN CONNECTION WITH ANY CLAIMS ARISING OUT OF OR RELATING TO YOUR ACCESS, USE, MISUSE, OR INABILITY TO USE THE NINTENDO ACCOUNT SERVICES IS LIMITED TO THE AMOUNT YOU ACTUALLY PAID FOR THE NINTENDO ACCOUNT SERVICES. IF A LAW RESTRICTS OUR ABILITY TO LIMIT LIABILITY OR DISCLAIM WARRANTIES, THE LIMITATIONS AND DISCLAIMERS LISTED ABOVE MAY NOT APPLY TO YOU. IN THAT CASE, WE LIMIT OUR LIABILITY AND DISCLAIM WARRANTIES TO THE GREATEST EXTENT PERMITTED BY LAW.

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16. Dispute Resolution; Binding Arbitration; Class Action Waiver

PLEASE READ THIS SECTION CAREFULLY BECAUSE IT REQUIRES YOU AND NINTENDO TO ARBITRATE CERTAIN DISPUTES AND CLAIMS AND LIMITS THE MANNER IN WHICH YOU AND NINTENDO CAN SEEK RELIEF FROM EACH OTHER. THIS ARBITRATION PROVISION PRECLUDES YOU AND NINTENDO FROM SUING IN COURT, HAVING A TRIAL BY JURY, OR PARTICIPATING IN A CLASS ACTION. YOU AND NINTENDO AGREE THAT ARBITRATION WILL BE SOLELY ON AN INDIVIDUAL BASIS AND NOT AS A CLASS ARBITRATION, CLASS ACTION, OR ANY OTHER KIND OF REPRESENTATIVE PROCEEDING. YOU AND NINTENDO ARE EACH WAIVING THE RIGHT TO TRIAL BY A JURY.

FOLLOW THE INSTRUCTIONS BELOW IN SECTION 16(J) IF YOU WISH TO OPT OUT OF THE REQUIREMENT TO ARBITRATE ON AN INDIVIDUAL BASIS.

a. Claims Subject to this Section. This Section 16 applies to all Claims between you and Nintendo. A "Claim" is any dispute, claim, cause of action, or controversy (excluding those exceptions listed below) between you and Nintendo, whether based in contract, tort, statute, fraud, misrepresentation, or any other legal theory, for which either party wishes to seek legal recourse and that arises from or relates to this Agreement, the Nintendo Account Services or their use or Claims related to the validity, enforceability, or scope of the arbitration provision or any portion of it.

b. Customer Service Resolution. Our Contact Center is available to address any concerns you may have regarding the Nintendo Account Services. You may contact them by phone at 1-800-255-3700; by email at useragreement@noa.nintendo.com; or by regular mail sent to Nintendo of America Inc., Attn: User Agreement, 4600 150th Ave NE, Redmond, WA 98052 USA. Most matters can be quickly resolved in this manner to our customer's satisfaction.

c. Required Informal Dispute Resolution. Except as permitted under Section 16(d), if you have a Claim against Nintendo or if Nintendo has a Claim against you, you and Nintendo must first attempt to resolve the Claim informally before either party may bring the Claim in arbitration. You and Nintendo will make a good-faith effort to negotiate for 30 days the resolution of any Claim, or for a longer period as mutually agreed in writing (email suffices) by you and Nintendo, ("Informal Resolution Period") from the day you or Nintendo receive a written notice of a Claim from the other party (a "Claimant Notice") in accordance with this Agreement.

You will send any Claimant Notice to Nintendo by certified mail addressed to 4600 150th Avenue NE, Redmond, WA 98052, USA, Attn: General Counsel. Nintendo will send any Claimant Notice to you by certified mail or email using the contact information you have provided to Nintendo. The Claimant Notice sent by either party must (i) include the sender's name, address, email address, telephone number, and any relevant purchase information; (ii) describe the nature and basis of the Claim; and (iii) set forth the specific relief requested.

The Informal Resolution Period is designed to allow the party who has received a Claimant Notice to make a fair, fact-based offer of resolution if it chooses to do so. You or Nintendo cannot file a Claim in arbitration (or court in accordance with Section 16(d)) before the end of the Informal Resolution Period. If you or Nintendo file a Claim in arbitration or court without complying with all the requirements in Section 16, including waiting until the conclusion of the Informal Resolution Period, the other party reserves the right to seek relief from a court to enjoin the filing and seek damages from the party who has not followed the requirements in this Section 16(c), including to reimburse it for any costs and fees—including arbitration, attorney, and expert fees—incur as a foreseeable consequence of that breach.

The statute of limitations and any filing fee deadlines for a Claim will be tolled for the duration of the Informal Resolution Period for that Claim so that You and Nintendo can engage in this informal dispute-resolution process.

d. Claims Subject to Binding Arbitration; Exceptions. Except for Claims (i) in which a party is attempting to protect its intellectual property rights (such as its patent, copyright, trademark, trade secret, anti-circumvention, or moral rights, but not including its privacy or publicity rights) or (ii) that are properly asserted in small-claims court (provided that the small-claims court does not permit class or similar representative actions or relief), all Claims that are not resolved in accordance with Section 16(c) will only be resolved by a neutral arbitrator through final and binding arbitration instead of in a court by a judge or jury. Such Claims include, without limitation, disputes arising out of or relating to interpretation or application of this arbitration provision, including the enforceability, revocability, or validity of the arbitration provision or any portion of the arbitration provision. The arbitrator will have the authority to grant any remedy or relief that would otherwise be available in court.

e. Binding Individual Arbitration. Subject to the terms of this Section 16(e), a Claim not excluded under Section 16(d) may only be settled by binding individual arbitration conducted by the American Arbitration Association (the "AAA"), <https://adr.org/>, according to the Federal Arbitration Act, 9 U.S.C. § 1, et seq., ("FAA"). For Claims arbitrated by the AAA, if you are a "Consumer," meaning that you only use the Nintendo Account

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Services for personal, family, or household purposes, the then-current version of the AAA's Consumer Arbitration Rules are the rules applicable to Claims between you and Nintendo as modified by this Agreement (the "Rules"). For Claims that must be arbitrated by the AAA, if you are not a Consumer, the then-current version of the AAA's Commercial Arbitration Rules and Mediation Procedures are the Rules applicable to Claims between you and Nintendo as modified by this Agreement.

If the AAA notifies the parties in writing (email suffices) that it is not available to arbitrate any Claim, that Claim may only be settled by binding individual arbitration conducted by National Arbitration and Mediation ("NAM"), www.namadr.com/, according to the Federal Arbitration Act, 9 U.S.C. § 1, et seq., ("FAA"). For Claims arbitrated by NAM, the then-current version of NAM's Comprehensive Dispute Resolution Rules and Procedures are the Rules applicable to Claims between you and Nintendo as modified by this Agreement.

This Agreement affects interstate commerce, and the enforceability of this Section 16 will be substantively and procedurally governed by the FAA to the extent permitted by law. As limited by the FAA, this Agreement, and the applicable Rules, the arbitrator will have exclusive authority to make all procedural and substantive decisions regarding any Claim in arbitration and to grant whatever relief would be available in a court under law or in equity, including the power to determine all questions of arbitrability. To the fullest extent allowed by applicable law, the arbitrator may only award legal or equitable remedies that are individual to you or Nintendo to satisfy one of our individual Claims (that the arbitrator determines are supported by credible relevant evidence). The arbitrator's award shall be binding on the parties and may be entered as a judgment in any court of competent jurisdiction. The parties understand that, absent this mandatory provision, they would have the right to sue in court and have a jury trial. They further understand that, in some instances, the costs of arbitration could exceed the costs of litigation and the right to discovery may be more limited in arbitration than in court.

You or Nintendo may initiate arbitration of any Claim not resolved during the Informal Resolution Period by filing a demand for arbitration with the AAA in accordance with the Rules (or with NAM in accordance with the Rules if applicable pursuant to this Section 16(e)). Instructions for filing a demand for arbitration with the AAA are available on the AAA website or by calling the AAA at 800-778-7879, and instructions for filing a demand for arbitration with NAM are available on the NAM website or by calling NAM at 800-358-2550. You will send a copy of any demand for arbitration to Nintendo by certified mail addressed to 4600 150th Avenue NE, Redmond, WA 98052, USA, Attn: General Counsel. Nintendo will send any demand for arbitration to you by certified mail or email using the contact information you have provided to Nintendo. You and Nintendo both agree that the arbitrator must follow the terms of this Agreement.

Any such arbitration shall be conducted by the parties in their individual capacities only and not as a class action or other representative action. The parties waive their right to file a class action or seek relief on a class basis, whether in court or arbitration. If any court or arbitrator determines that the class-action waiver set forth in this paragraph is void or unenforceable for any reason or that an arbitration can proceed on a class basis, then the arbitration provision set forth in this Section 16 shall be deemed null and void in its entirety and the parties shall be deemed to have not agreed to arbitrate Claims. Any such claims so released from arbitration must be resolved in accordance with Section 18.

f. Arbitration Fees. Except for the circumstances outlined in Section 16(g) and for Mass Arbitrations (as defined in Section 16(i)), to the extent the initial filing fee for the arbitration exceeds the initial filing fee for a lawsuit, we will pay the difference in fees.

g. Frivolous or Improper Claims. To the extent permitted by applicable law, a claimant must pay all costs incurred by the defending party, including any attorney's fees, related to a Claim if an arbitrator determines that (i) the Claim was not warranted by existing law or by a nonfrivolous argument or (ii) the Claim was filed in arbitration for any improper purpose, such as to harass the defending party, cause unnecessary delay, or needlessly increase the cost of dispute resolution.

h. Confidentiality. If you or Nintendo submits a Claim, you and Nintendo agree to cooperate to seek from the arbitrator or relevant court protection for any confidential, proprietary, trade secret, or otherwise sensitive information, documents, testimony, and other materials that might be exchanged or the subject of any discovery. You and Nintendo agree to seek such protection before any such information, documents, testimony, or materials are exchanged or otherwise become the subject of discovery.

i. Mass Arbitrations. If 25 or more Claimant Notices are received by a party that raise similar claims and have the same or coordinated counsel, these will be considered "Mass Arbitrations" and will be treated as mass arbitrations according to the AAA's Mass Arbitration Supplementary Rules (or if filed with NAM, NAM's Mass Filing Supplemental Dispute Resolution Rules and Procedures), if and to the extent Mass Arbitrations are filed in arbitration as set forth in this Agreement. You or Nintendo may advise the other if you or Nintendo believe that Claims are Mass Arbitrations, and disputes over whether a Claim meets the definition of "Mass Arbitrations" will be decided by the arbitration provider as an administrative matter. To the extent either party is asserting the same Claim as other persons and are represented by common or coordinated counsel, that party waives any objection that the joinder of all such persons is impracticable. The following procedures are intended to

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supplement the AAA's Mass Arbitration Supplementary Rules (or if filed with NAM, NAM's Mass Filing Supplemental Dispute Resolution Rules and Procedures), and to the extent the procedures conflict with those Rules, to supersede them.

Mass Arbitrations may only be filed in arbitration as permitted by the process set forth below. Applicable statutes of limitations will be tolled for Claims asserted in a Mass Arbitration from the time a compliant Claimant Notice has been received by a party until this Agreement permits such Mass Arbitration to be filed in arbitration or court.

Initial Bellwether: The bellwether process set forth in this section will not proceed until counsel representing the Mass Arbitrations has advised the other party in writing (email suffices) that all or substantially all the Claimant Notices for the Mass Arbitrations have been submitted.

After that point, counsel for the parties will select 20 Mass Arbitrations to proceed in arbitration as a bellwether to allow each side to test the merits of its arguments. Each side will select 10 claimants who have provided compliant Claimant Notices for this purpose, and only those selected Claims will be deemed filed with the arbitration provider. The parties acknowledge that resolution of some Mass Arbitrations will be delayed by this bellwether process. Any remaining Mass Arbitrations shall not be filed or deemed filed in arbitration, nor shall any arbitration fees be assessed in connection with those Claims, unless and until they are selected to be filed in individual arbitration proceedings as set out in this Section 16(i).

A single arbitrator will preside over each Mass Arbitration chosen for a bellwether proceeding, and only one Mass Arbitration may be assigned to each arbitrator as part of the bellwether process unless the parties agree otherwise.

Mediation: Once the arbitrations that are part of the bellwether process have concluded (or sooner if the claimants and the other party agree), counsel for the parties must engage in a single mediation of all remaining Mass Arbitrations, with the mediator's fee paid for by Nintendo. Counsel for the claimants and the other party must agree on a mediator within thirty (30) days after the conclusion of the final initial bellwether arbitration. If counsel for the claimants and the other party cannot agree on a mediator within 30 days, the arbitration provider will appoint a mediator as an administrative matter. All parties will cooperate for the purpose of ensuring that the mediation is scheduled as quickly as practicable after the mediator is appointed.

Second Bellwether: If the mediation process concludes with any Mass Arbitrations remaining unresolved, the arbitrator will randomly select 35 Mass Arbitrations (or the total remaining Mass Arbitrations if fewer than 35) to proceed in arbitration as a second bellwether process. The arbitrator will randomly select for inclusion in the second bellwether process eligible Claims from claimants who have provided compliant Claimant Notices, and only those selected Claims will be deemed filed with the arbitration provider. A single arbitrator will preside over each Mass Arbitration chosen for a bellwether proceeding, and only one Mass Arbitration may be assigned to each arbitrator as part of the bellwether process unless the parties agree otherwise.

Second Mediation: Once the arbitrations that are part of the second bellwether process have concluded (or sooner if the claimants and the other party agree), counsel for the parties must engage in a single mediation of all remaining Mass Arbitrations, if any, with the mediator's fee paid for by Nintendo. Counsel for the claimants and the other party must agree on a mediator within thirty (30) days after the conclusion of the final second bellwether arbitration. If counsel for the claimants and the other party cannot agree on a mediator within 30 days, the arbitration provider will appoint a mediator as an administrative matter. All parties will cooperate for the purpose of ensuring that the mediation is scheduled as quickly as practicable after the mediator is appointed.

Remaining Claims: If the mediation process set forth in the immediately preceding paragraph regarding the second mediation concludes with 100 or more Mass Arbitrations remaining unresolved, any party to the remaining Mass Arbitrations may elect to no longer have the arbitration requirement in this Section 16 apply to Mass Arbitrations for which a compliant Claimant Notice was received by the other party but that were not resolved in the bellwether proceedings. To be effective, such an election must be communicated in writing (email suffices) to counsel for the opposing party within thirty (30) days of the mediation concluding. Such Mass Arbitrations released from the arbitration requirement must be resolved in accordance with Section 18.

If Mass Arbitrations released from the arbitration requirement are brought in court, claimants may seek class treatment, but to the fullest extent allowed by applicable law, the classes sought may comprise only the claimants in Mass Arbitrations for which a compliant Claimant Notice was received by the other party. Any party may contest class certification at any stage of the litigation and on any available basis.

If the mediation process concludes with fewer than 100 Mass Arbitrations remaining or if no party makes a timely election as provided for in the preceding paragraph, the arbitrator will randomly select 35 Mass Arbitrations (or the total remaining Mass Arbitrations if fewer than 35) to proceed in arbitration as a batch. The arbitrator will randomly select for inclusion in the batch eligible Claims from claimants who have provided compliant

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Claimant Notices, and only those selected Claims will be deemed filed with the arbitration provider. A single arbitrator will preside over each Mass Arbitration chosen for the batch, and only one Mass Arbitration may be assigned to each arbitrator as part of the batch unless the parties agree otherwise. Once all arbitrations in the foregoing process are complete, the parties will repeat the batch process in this paragraph until all remaining Mass Arbitrations have been arbitrated.

Courts will have authority to enforce the bellwether and mediation processes defined in this section and may enjoin the filing of lawsuits or arbitration demands not made in compliance with it.

j. 30-Day Right to Opt Out. You have the right to opt out of the arbitration requirement in this Section 16 by sending written notice of your decision to opt out to the following address: Nintendo of America Inc., Attn: CS Admin, 4600 150th Ave NE, Redmond, WA 98052 within 30 days of the date on which you have first agreed to be bound by this Agreement pursuant to its terms. Such notice must include the name of each person opting out, contact information for each such person, and the email address registered to your Nintendo Account. If you send timely written notice containing the required information, then the arbitration requirement in this Section 16 will not apply to you or Nintendo and the parties will settle any Claims on an individual basis in accordance with Section 18. If you do not send such notice, then you agree to be bound by the arbitration requirement in this Section 16.

17. Severability

If any part of this Agreement is determined to be unlawful, void or for any reason unenforceable, then that part will be severed from this Agreement and the remainder of the Agreement will remain intact. Without limiting the previous sentence, if the law in your jurisdiction limits the applicability to you of any provision of this Agreement, such provision shall remain applicable to you to the fullest extent permitted by applicable law. If we do not enforce any provision of this Agreement, that will not be considered a waiver of our rights. Any waiver of this Agreement must be in a written document signed by an authorized representative of Nintendo.

18. Governing Law; Venue

This Agreement and all Claims – including any claims Nintendo has that you have violated its intellectual property rights – shall be subject to and governed by, construed, and interpreted in accordance with the laws of the State of Washington, U.S.A., except for its conflict of law rules.

All Claims not subject to arbitration pursuant to Section 16 and that cannot be heard in small claims court will be resolved exclusively in the state and federal courts located in King County, Washington, U.S.A. You and Nintendo waive any objection to venue in the courts identified in this Section 18.

19. Contact Information

If you wish to contact Nintendo concerning the Nintendo Account Services, you may use the contact information provided at [here](#).

20. Additional Terms for Customers Using Apple Devices

This Section 20 applies to users who use any Nintendo Account Services on smart device operating systems provided by Apple, Inc. (hereinafter "Apple"). In the event of conflict between this Section 20 and the Agreement, this Section 20 shall apply.

- a. You acknowledge that this Agreement is concluded solely between you and Nintendo, and not with Apple. Nintendo, not Apple, is solely responsible for the Nintendo Account Services and the content thereof.
- b. In addition to other restrictions stated in this Agreement, the license Nintendo grants you to Nintendo Account Services downloaded from Apple is non-transferable and may only be exercised to download and use the Nintendo Account Services on Apple-branded products that you own or control and only as permitted by the usage rules set forth in the Apple Media Services Terms and Conditions. Nintendo Account Services downloaded from Apple may, however, be accessed and used by other accounts associated with yours via family sharing or volume purchasing.
- c. You acknowledge that Apple is not responsible for any product warranties, whether express or implied by law, with respect to the Nintendo Account Services. In the event of any failure of the Nintendo Account Services downloaded from Apple to conform to any applicable warranty, you may notify Apple, and Apple will refund the purchase price, if any, paid to Apple for the Nintendo Account Services by you; and to the maximum

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extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the Nintendo Account Services. The parties acknowledge that to the extent that there are any applicable warranties, any other claims, losses, liabilities, damages, costs, or expenses attributable to any failure to conform to any such applicable warranty would be the sole responsibility of Nintendo. However, Nintendo has disclaimed all warranties of any kind with respect to the Nintendo Account Services, and therefore, there are no warranties applicable to the Nintendo Account Services.

d. Apple bears no responsibility for any claims by you or a third party related to your possession or use of the Nintendo Account Services, including the following:

- (1) A claim of product liability;
- (2) A claim that the Nintendo Account Services do not comply with applicable law and regulations;
- (3) A claim based on any consumer protection, privacy, or similar legislation;
- (4) A claim by you or a third party that the Nintendo Account Services or the use of the Nintendo Account Services by you infringes the intellectual property rights of you or a third party.

e. Maintenance and Support. Nintendo is solely responsible for providing any maintenance and support services with respect to the Nintendo Account Services, as specified in this Agreement and as required under applicable law. You acknowledge and agree that Apple has no responsibility whatsoever to provide any maintenance or support services for the Nintendo Account Services.

f. The Nintendo Account Services are provided by Nintendo Co., Ltd., headquartered at 11-1 Hokotate-cho, Kamitoba, Minami-ku, Kyoto 601-8501, Japan. Please see Section 19 of this Agreement for contact information concerning the Nintendo Account Services.

g. You represent and warrant that you are not located in a US export-embargoed country or a country designated as a State Sponsor of Terrorism by the United States government and that you are not on any U.S. Government list of prohibited or restricted parties.

h. You acknowledge and agree that Apple and Apple's subsidiaries are third-party beneficiaries to this Agreement, and that, by acknowledging the provisions of this Agreement, you acknowledge that Apple has the right (and will be deemed to have accepted the right) to enforce this Agreement against you as third-party beneficiary.

21. Third-Party Rights

Except as expressly stipulated by this Agreement, this Agreement does not confer, and is not intended to confer, any right on any person, existing now or in the future, who is not a party to this Agreement.

END

[Help](#)
[Nintendo Account User Agreement](#)
[Nintendo Privacy Policy](#)
[Official Nintendo Website](#)
[English \(US\)](#)

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EXHIBIT 4

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Nintendo Account

The Wayback Machine - https://web.archive.org/web/20230730140933/https://accounts.nintendo.com/term/eula/US



Nintendo Account

Nintendo Account User Agreement

THIS IS AN IMPORTANT AGREEMENT THAT APPLIES TO YOUR USE OF THE NINTENDO ACCOUNT SERVICES!

If you are under the age of 18 (or the age of majority where you live), STOP! You must get your parent or legal guardian to read and accept this Agreement on your behalf.

Nintendo Account User Agreement

Effective Date: 04/2021

[What's changed?](#)

This Nintendo Account User Agreement (the "Agreement") is by and among you, Nintendo Co., Ltd. ("NCL"), and Nintendo of America Inc. ("NOA", and together with NCL, "Nintendo," "we," "us," or "our"), and applies to your use of the Nintendo Account Services through your Nintendo Account (defined below).

If you do not agree to the terms of this Agreement, please do not use the Nintendo Account Services.

NOTE: TO THE FULLEST EXTENT PERMITTED BY LAW, THIS AGREEMENT CONTAINS A BINDING INDIVIDUAL ARBITRATION AND CLASS ACTION WAIVER PROVISION IN SECTION 16 THAT AFFECTS YOUR RIGHTS UNDER THIS AGREEMENT AND WITH RESPECT TO ANY "CLAIM" (AS DEFINED IN SECTION 16) BETWEEN YOU AND NINTENDO. YOU HAVE A RIGHT TO OPT OUT OF THE BINDING ARBITRATION AND CLASS ACTION WAIVER PROVISION PROVIDED THAT YOU FOLLOW THE PROCEDURE SET FORTH IN SECTION 16.

1. Definitions
2. License
3. Creating and Managing Nintendo Account
4. Use of the Nintendo Account Services
5. Updates to the Nintendo Account Services
6. User-Generated Content
7. Shopping Services; Rewards Program; Online Subscription Services
8. Digital Items
9. Use of Information
10. Privacy Policy
11. Nintendo of America Community Guidelines
12. Intellectual Property Rights
13. Breach and Termination of the Agreement; Changes to the Agreement
14. Indemnity
15. Disclaimer of Warranties and Limitation of Liability
16. Dispute Resolution; Binding Arbitration; Class Action Waiver
17. Severability
18. Governing Law; Venue
19. Contact Information
20. Customers Using Smart Device Operating Systems from Apple, Inc.

1. Definitions

"Nintendo Account" means the account created by a person that is used in connection with the Nintendo Account Services.

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"Nintendo Account Service(s)" means the services, applications, software, content, and data we make available to you through your Nintendo Account, including, for example, the Nintendo Switch Parental Controls application, video games, and add-on content.

2. License

Subject to the terms of this Agreement, Nintendo grants you a non-exclusive, non-transferable, revocable license to use the Nintendo Account Services solely for your personal and non commercial use. You are not allowed to lease, rent, sublicense, publish, copy, modify, adapt, translate, reverse engineer, decompile or disassemble all or any portion of the Nintendo Account Services without Nintendo's written consent, or unless otherwise expressly permitted by applicable law.

3. Creating and Managing Your Nintendo Account

You must have a Nintendo Account to use the Nintendo Account Services. Unless we permit otherwise, each person may only have one Nintendo Account.

When you create your Nintendo Account, you must provide us with accurate information. You must promptly update your Nintendo Account information if it changes. We reserve the right to deny, ban, or cancel your Nintendo Account and any accounts associated with your Nintendo Account for any reason.

If you change the country of your Nintendo Account, you must agree to the Nintendo Account User Agreement applicable to the new country and use any existing account balance. Certain Nintendo Account Services and Nintendo Account rights may be impacted if you change your country registration.

To protect your Nintendo Account, please keep your Nintendo Account information confidential. You are responsible for all activity and purchases on or through your Nintendo Account and any accounts associated with your Nintendo Account. Please notify Nintendo if you learn of any unauthorized use of your Nintendo Account or associated accounts.

4. Use of the Nintendo Account Services

The Nintendo Account Services may be accessed through devices manufactured by Nintendo or certain third party devices. Some Nintendo Account Services may only be accessed on a Nintendo device. We offer a variety of Nintendo Account Services, so additional terms and conditions may apply to your use of certain Nintendo Account Services.

The Nintendo Account Services include third party services, applications, software, content, and data ("Third Party Services"), as well as links to websites that contain such Third Party Services. Nintendo does not own, control, endorse, review or monitor the Third Party Services, makes no representation or warranties of any kind regarding the Third Party Services, and is not responsible for any Third Party Services. If you access or use any Third Party Services, you do so at your own risk. Your use of any Third Party Services may be subject to additional terms imposed by the third party that operates such Third Party Services.

In addition, Nintendo has implemented reCAPTCHA Enterprise in connection with certain Nintendo Account Services, and by using the Nintendo Account Services you are also agreeing to be bound by the Google [Privacy Policy](#) and [Terms of Use](#).

The Nintendo Account Services may vary by country or region and not all Nintendo Account Services are available to all Nintendo Account holders.

We may allow you to link and unlink your Nintendo Account to and from certain Nintendo Account Services, Nintendo devices, and smart device applications. Once you link your Nintendo Account to a Nintendo device, all activity on that device will be subject to this Agreement.

In the event that you unlink your Nintendo Account from a Nintendo Account Service, device, or application, you may not be able to enjoy the rights and benefits of your Nintendo Account via that Nintendo Account Service, device, or application. Nintendo is not responsible or liable to you for any losses resulting from any such disconnection.

Your Nintendo Account may not be transferred to another person. If you sell or transfer your Nintendo device or smart device, you must unlink your Nintendo Account from the device and any on-device Nintendo Account Services.

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You are responsible for all costs incurred in connection with your use of the device on which you access the Nintendo Account Services, including for example, all mobile data and service plans.

From time to time, we may suspend, modify, or terminate all or some of the Nintendo Account Services without liability or notice to you.

We strive to keep the Nintendo Account Services up and running; however, all online services suffer occasional disruptions and outages. In the event of an outage you may not be able to access the Nintendo Account Services. In addition, you acknowledge that certain components of the Nintendo Account Services require an internet connection, and the performance of these components may depend upon the quality and stability of your internet connection.

TO THE EXTENT PERMITTED BY LAW AND WITHOUT LIMITING SECTION 15, NINTENDO DOES NOT MAKE ANY GUARANTEE OR WARRANTY WITH RESPECT TO THE AVAILABILITY OR PERFORMANCE OF THE NINTENDO ACCOUNT SERVICES OR ANY CONTENT YOU MAY STORE OR ACCESS THROUGH THE NINTENDO ACCOUNT SERVICES, AND, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, NINTENDO SPECIFICALLY DISCLAIMS ANY GUARANTEE OR WARRANTY THAT THE NINTENDO ACCOUNT SERVICES OR ANY CONTENT YOU MAY STORE OR ACCESS THROUGH THE NINTENDO ACCOUNT SERVICES WILL NOT BE SUBJECT TO DISRUPTION, DAMAGE, CORRUPTION, LOSS, OR REMOVAL (A "SERVICE INTERRUPTION"). NINTENDO SHALL NOT BE RESPONSIBLE SHOULD ANY SUCH SERVICE INTERRUPTION OCCUR, AND YOU AGREE THAT IN NO EVENT WILL YOU BE ENTITLED TO OR RECEIVE A REFUND, CREDIT OR ANY OTHER COMPENSATION FOR ANY CONTENT OR PORTION OF THE NINTENDO ACCOUNT SERVICES THAT YOU ARE NOT ABLE TO USE OR HAVE DIFFICULTY USING, IN WHOLE OR IN PART, DUE TO ANY SERVICE INTERRUPTION.

5. Updates to the Nintendo Account Services

The Nintendo Account Services are constantly evolving, and we may update or change features and functionality of the Nintendo Account Services from time to time ("Updates"). You may not be able to continue using some of the Nintendo Account Services after the Updates. Some of these Updates may be provided automatically without notice to you. By accepting this Agreement, you consent to Nintendo providing you with, and installing, automatic Updates to the Nintendo Account Services. You agree that any Update is covered by this Agreement.

6. User-Generated Content

The Nintendo Account Services may allow you to create and share User-Generated Content. "User Generated Content" means text, images, audio, video, or other content that you create and share with the public or other users of the Nintendo Account Services.

You own your User-Generated Content. However, Nintendo retains ownership of any Nintendo Intellectual Property (as defined in Section 12) that is contained in your User-Generated Content. Since you own and control your User-Generated Content, you are responsible for it.

Nintendo is not responsible or liable for any User-Generated Content. We are not responsible for any loss or damages associated with any User-Generated Content, nor are we liable for any incorrect, defamatory, libelous, false, obscene, or offensive content you may encounter in connection with User-Generated Content. User-Generated Content is the sole responsibility of the user that made it available in connection with the Nintendo Account Services.

By accepting this Agreement, you give Nintendo permission to use and change your User Generated Content in any way and for any purpose for free. More specifically, you grant Nintendo and its affiliates and subsidiaries a worldwide, royalty-free, irrevocable, perpetual, non-exclusive, and sublicenseable license to use, reproduce, modify, adapt, publish, translate, distribute, perform, and display all or any portion of your User Generated Content, and to incorporate your User-Generated Content in other works, in any form, media or technology now known or later developed, including for promotional or marketing purposes, without any payment to you.

Your User-Generated Content may be viewed, reproduced, published and/or modified by Nintendo and third parties. Nintendo may delete any User-Generated Content from the Nintendo Account Services and/or Nintendo servers at any time, for any reason, in its sole discretion without notice or liability to you. Nintendo reserves the right to not post or publish User-Generated Content and is not obligated to store any User-Generated Content.

User-Generated Content that you make available through the Nintendo Account Services must comply with the Nintendo of America Community Guidelines (see Section 11). You should not include personal information such as your name, your email address, your address or your telephone

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number or any other personal information in User-Generated Content.

By making User-Generated Content available via the Nintendo Account Services, you represent that you are entitled to do so and agree that Nintendo is not obligated to monitor or protect your rights in any User-Generated Content. However, you give Nintendo the option and right to enforce your rights in such User-Generated Content, including, for example, the right to take legal action (at our cost) on your behalf.

The Nintendo Account Services may include tools that allow you to share your User-Generated Content directly to third party platforms and services (each, an "Authorized Platform"). You agree to only use and share User-Generated Content pursuant to the functionality provided by Nintendo as part of the Nintendo Account Services or any functionality inherent in any Authorized Platform, or as otherwise authorized by Nintendo, and you agree that you will not use or share (nor sub-license or otherwise permit any third party to use or share) your User-Generated Content for any other purpose. You further agree that, except to the extent authorized by Nintendo, you will not (and will not permit any third party to) create or use any User-Generated Content for any commercial purpose, including to receive payment or other consideration in exchange for access to such User-Generated Content, whether pursuant to or within the functionality of any Authorized Platform or otherwise.

7. Shopping Services; Rewards Program; Online Subscription Services

As part of the Nintendo Account Services, we make certain shopping services available to you (the "Shopping Services"). The Shopping Services may be accessed through your Nintendo Account to (a) establish and maintain an account balance and (b) view, download, or purchase certain products, software, content, and services ("Products"). The Shopping Services may vary by country, and may not be available in all countries.

In using the Shopping Services, you are responsible for all activity and purchases on or through your Nintendo Account and any accounts associated with your Nintendo Account. This includes unauthorized, fraudulent, or erroneous transactions through your Nintendo Account, subject to any payment processing rules or applicable law. Please notify Nintendo if you learn of any unauthorized purchases through your Nintendo Account.

Except as otherwise permitted by Nintendo or as required by applicable law, account balances are not returnable or refundable. Please refer to [Purchase Terms](#) for additional terms applicable to the Shopping Services and Product purchases.

Nintendo offers a rewards program and online subscription services. Please see [here](#) and [here](#) for applicable terms. We reserve the right to modify such terms at any time without notice to you.

8. Digital Items

As part of the Nintendo Account Services, Nintendo or third parties may make certain digital content or items available to you ("Digital Items"). If you buy or acquire any Digital Items, you obtain a limited license (as set forth in Section 2) to use such Digital Items in connection with the Nintendo Account Services. Other than this limited license, you have no right or title in or to Digital Items. Digital Items cannot be sold or transferred to a third party (unless a transfer is permitted within the Nintendo Account Services) and cannot be exchanged for or converted to cash or legal tender or for any goods or services outside of the Nintendo Account Services. Except as authorized by Nintendo or as required by applicable law, Digital Items are not returnable or refundable.

9. Use of Information

Nintendo (including its subsidiaries and affiliates) may access, use, monitor, delete, disclose and/or preserve information associated with your use of the Nintendo Account Services (including, without limitation, User-Generated Content) as is necessary, in Nintendo's discretion, to (a) comply with applicable laws, rules, regulations, or orders; (b) enforce this Agreement or protect the rights of Nintendo, its users, or the public; (c) help prevent a loss of life or serious physical injury to anyone; (d) prevent potentially illegal or offensive activities; and (e) provide and/or improve features of the Nintendo Account Services.

10. Privacy Policy

We may use and share information that you give to us and information that we collect when you use our products and/or services (including the Nintendo Account Services) as described in our [Privacy Policy](#). This may include personally identifiable information as well as anonymous or aggregate information about your use of the Nintendo Account Services. We recommend that you review our Privacy Policy before each use of a

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Nintendo product or service to help you stay informed of our privacy practices. Our Privacy Policy is designed to help you understand the types of information that we collect, how we use and share the information and how the information is protected.

11. Nintendo of America Community Guidelines

To help keep the Nintendo Account Services safe, friendly, welcoming, and fun for all users, you agree that you will adhere to the Nintendo of America Community Guidelines found [here](#).

12. Intellectual Property Rights

Other than your right to use the Nintendo Account Services as described in this Agreement, and as between you and Nintendo, we retain and reserve all right, title, and interest in and to the Nintendo Account Services, including without limitation, to all Nintendo Intellectual Property. "Nintendo Intellectual Property" means all registered and unregistered trademarks, service marks, logos, registered and unregistered designs, copyrights, database rights, inventions, patents, trade secrets, know-how, and other confidential and proprietary information of Nintendo, including without limitation, all other proprietary or intellectual property rights of any kind in any country.

13. Breach and Termination of the Agreement; Changes to the Agreement

Nintendo may terminate this Agreement, or any part of it, if you fail to comply with its terms. Nintendo may also terminate all or a portion of this Agreement, at any time, for legal, technical or commercial reasons. Upon any such termination, you must immediately stop using the Nintendo Account Services.

You may terminate this Agreement by deleting your Nintendo Account and discontinuing use of the Nintendo Account Services. If you initiate deletion of your Nintendo Account, or if we suspend, ban and/or delete your Nintendo Account for any reason, access to some or all of the Nintendo Account Services may be lost, and any accounts associated with your Nintendo Account may be suspended or deleted.

We may change the terms of this Agreement from time to time. When we update the Agreement, we will post the current version of the Agreement on Nintendo's website. If you do not agree to the changes, you must immediately stop using the Nintendo Account Services. If you continue to use the Nintendo Account Services, you will be confirming your acceptance of the updated Agreement.

14. Indemnity

If Nintendo (including its subsidiaries and/or affiliates) is subject to any actual or threatened claims, costs, damages, losses, or other liabilities (collectively, "Covered Losses") as a result of your use of any of the Nintendo Account Services, or any data, information, or other item you make available through the Nintendo Account Services, then you agree to indemnify us from all such Covered Losses and any related costs, such as reasonable attorneys' fees.

Some jurisdictions limit consumer indemnities, so some or all of the indemnity provisions above may not apply to you. If you are obligated to indemnify us, we will have the right, in our sole discretion, to control any action or proceeding and determine whether we wish to settle it, and if so, on what terms.

15. Disclaimer of Warranties and Limitation of Liability

USE OF THE NINTENDO ACCOUNT SERVICES IS AT YOUR SOLE RISK. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY NINTENDO OR ITS REPRESENTATIVES CREATES A WARRANTY. THE NINTENDO ACCOUNT SERVICES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, AND, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, NINTENDO DISCLAIMS ALL WARRANTIES WITH RESPECT TO THE NINTENDO ACCOUNT SERVICES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. TO THE MAXIMUM EXTENT PERMITTED BY LAW, NINTENDO WILL NOT BE LIABLE TO YOU FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY, ARISING OUT OF OR RELATING TO YOUR ACCESS, USE, MISUSE, OR INABILITY TO USE THE NINTENDO ACCOUNT SERVICES, EVEN IF NINTENDO HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY CASE, NINTENDO'S

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AGGREGATE LIABILITY TO YOU IN CONNECTION WITH ANY CLAIMS ARISING OUT OF OR RELATING TO THE NINTENDO ACCOUNT SERVICES IS LIMITED TO THE AMOUNT YOU ACTUALLY PAID FOR THE NINTENDO ACCOUNT SERVICES. IF A LAW RESTRICTS OUR ABILITY TO LIMIT LIABILITY OR DISCLAIM WARRANTIES, THE LIMITATIONS LISTED ABOVE MAY NOT APPLY TO YOU. IN THAT CASE, WE LIMIT OUR LIABILITY AND DISCLAIM WARRANTIES TO THE GREATEST EXTENT PERMITTED BY LAW.

16. Dispute Resolution; Binding Arbitration; Class Action Waiver

PLEASE READ THIS CAREFULLY. IT AFFECTS YOUR RIGHTS.

BY ENTERING INTO THIS AGREEMENT, YOU AND NINTENDO EXPRESSLY WAIVE THE RIGHT TO TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION.

a. Our Contact Center is available to address any concerns you may have regarding your Nintendo Account and the Nintendo Account Services. You may contact them by phone at 1-800-255-3700, by email at useragreement@noa.nintendo.com, or by regular mail sent to Nintendo of America Inc., Attn: User Agreement, 4600 150th Ave NE, Redmond, WA 98052 USA. Most matters are quickly resolved in this manner to our customers' satisfaction. Any matter we are unable to resolve and all disputes or claims arising out of or relating to the Nintendo Account Services or this Agreement, including its formation, enforceability, performance, or breach (each, a "Claim"), with the exception of the matters described in Section 16(c) below, shall be finally settled by binding arbitration administered by the American Arbitration Association (the "AAA"), in accordance with the provisions of its Commercial Arbitration Rules and the supplementary procedures for consumer-related disputes of the AAA excluding any AAA rules or procedures governing or permitting class actions or class arbitrations. The arbitrator, and not any federal, state, or local court or agency, shall have exclusive authority to resolve all Claims. The arbitrator shall be empowered to grant whatever relief would be available in a court under law or in equity. The arbitrator's award shall be binding on the parties and may be entered as a judgment in any court of competent jurisdiction. The parties understand that, absent this mandatory provision, they would have the right to sue in court and have a jury trial. They further understand that, in some instances, the costs of arbitration could exceed the costs of litigation and the right to discovery may be more limited in arbitration than in court. Any such arbitration shall be conducted by the parties in their individual capacities only and not as a class action or other representative action, and the parties waive their right to file a class action or seek relief on a class basis. If any court or arbitrator determines that the class-action waiver set forth in the preceding sentence is void or unenforceable for any reason or that an arbitration can proceed on a class basis, then the arbitration provision set forth in this Section shall be deemed null and void in its entirety and the parties shall be deemed to have not agreed to arbitrate Claims.

b. The rules governing the arbitration may be accessed at www.adr.org or by calling the AAA at +1-800-778-7879. To the extent the initial filing fee for the arbitration exceeds the initial filing fee for a lawsuit, we will pay the difference in fees. If the arbitrator finds the arbitration to be non-frivolous, we will pay all of the actual filing and arbitrator fees for the arbitration, provided your claim is less than \$75,000. The arbitration rules also permit you to recover attorney's fees in certain cases.

c. Section 16(a) does not apply to any Claim (i) in which a party is attempting to protect its intellectual property rights (such as its patent, copyright, trademark, trade secret, or moral rights, but not including its privacy or publicity rights), or (ii) that may be brought in small-claims court, in each case solely to the extent that any such Claim is not styled in the form of a class action litigation.

d. 30-Day Right to Opt Out. You have the right to opt out of the provisions of this Section 16 by sending written notice of your decision to opt out to the following address: Nintendo of America Inc., Attn: CS Admin, 4600 150th Ave NE, Redmond, WA 98052 within 30 days from the date you created your Nintendo Account. Such notice must include the name of each person opting out, contact information, and the email address registered to your Nintendo Account. If you send timely written notice containing the required information, then Section 16 will not apply to you or Nintendo. If you do not send such notice, then you agree to be bound by this Section 16.

17. Severability

If any part of this Agreement is determined to be unlawful, void or for any reason unenforceable, then that part will be severed from this Agreement and the remainder of the Agreement will remain intact. Without limiting the previous sentence, if the law in your jurisdiction limits the applicability to you of any provision of this Agreement, such provision shall remain applicable to you to the fullest extent permitted by applicable law. If we do not enforce any provision of this Agreement, that will not be considered a waiver of our rights. Any waiver of this Agreement must be in a written document signed by an authorized representative of Nintendo.

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18. Governing Law; Venue

The laws of the State of Washington, U.S.A., without regard to its conflict of laws provisions, will govern this Agreement and any dispute of any sort pertaining to this Agreement or the Nintendo Account Services that might arise between you and Nintendo.

The parties consent to the exclusive jurisdiction of the courts located in King County, Washington, U.S.A. with respect to the resolution of either of the following: (a) an allegation by either party that Section 16 is invalid or unenforceable or (b) any Claims, following (i) any opt out from the provisions of Section 16 exercised in accordance with the procedure set forth in Section 16(d) or (ii) a final determination that Section 16 is invalid or unenforceable.

19. Contact Information

If you wish to contact Nintendo concerning the Nintendo Account Services, you may use the contact information provided at [here](#).

20. Customers Using Smart Device Operating Systems from Apple, Inc.

This Section 20 applies to users who use any Nintendo Account Services on smart device operating systems provided by Apple, Inc. (hereinafter "Apple"). In the event of conflict between this Section 20 and the Agreement, this Section 20 shall apply.

- a. Nintendo grants a license to you only, for the nonexclusive, nonassignable right to download and use the Nintendo Account Services for your personal, noncommercial purposes, according to the terms of the App Store Terms of Service.
- b. Apple bears no responsibility for any claims by you or a third party related to your possession or use of the Nintendo Account Services, including the following:
 - (1) A claim of product liability;
 - (2) A claim that the Nintendo Account Services do not comply with applicable law and regulations;
 - (3) A claim based on any consumer protection act or similar laws and regulations;
 - (4) A claim by you or a third party that the Nintendo Account Services or the use of the Nintendo Account Services by you infringes the intellectual property rights of you or a third party.
- c. You acknowledge and agree that Apple has no responsibility to provide maintenance or support services for the Nintendo Account Services.
- d. The Nintendo Account Services are provided by Nintendo Co., Ltd., headquartered at 11-1 Hokotate-cho, Kamitoba, Minami-ku, Kyoto 601-8501, Japan. Please see Section 19 of this Agreement for contact information concerning the Nintendo Account Services.
- e. You represent and warrant that you do not live in a US export-embargoed country or a country designated as a State Sponsor of Terrorism by the United States government and that you are not on the list of people barred or excluded from the United States.
- f. You acknowledge and agree that Apple and Apple's subsidiaries are third-party beneficiaries to this Agreement, and that, by acknowledging the provisions of this Agreement, you acknowledge that Apple has the right (or is deemed to have acknowledged the right) to enforce this Agreement against you as third-party beneficiary.

END

EXHIBIT 5

Berkley, James

From: James Williams <j.ames.c.williams.us@gmail.com>
Sent: Sunday, March 31, 2024 9:47 PM
To: Berkley, James
Subject: [EXTERNAL] Letter to James Williams regarding the Intellectual Property Rights of Nintendo of America Inc.
Attachments: JamesWilliams(Signed).pdf

Mr. Berkley,

Please see the attached response confirming receipt and cooperation with your March 26th, 2024 letter. I remain at your disposal for any further information that can assist with the protection of your client's rights.

Thank you,

James Williams

EXHIBIT 6

Berkley, James

From: Mayer, Marc
Sent: Thursday, January 16, 2025 6:10 PM
To: 'Will Burnside'; Terrebonne, Skyler
Cc: Humphrey, Mark; 'Mark Walters'; Hozaifa Cassubhai; Berkley, James
Subject: RE: Google subpoena regarding case 2:24-CV-00960-LK

Will –

We will need to discuss this with our client.

We are not trying to be difficult, but we need to know whether your client intends to appear in the lawsuit. As you can understand, it is a bit disingenuous for your client to default, force our client to incur substantial fees, refuse to participate in the lawsuit, and then ask for courtesies from our client to enable him to interfere with a valid, court-ordered subpoena.

Of course, your client is free to appear in the lawsuit, in which case we will serve him with a copy of the subpoena pursuant to the federal rules.



Marc Mayer | Partner, through his professional corporation

T: 310.312.3154 | marc.mayer@msk.com

Mitchell Silberberg & Knupp LLP | www.msk.com

2049 Century Park East, 18th Floor, Los Angeles, CA 90067

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From: Will Burnside <will@baileyduquette.com>
Sent: Thursday, January 16, 2025 6:03 PM
To: Terrebonne, Skyler <s2t@msk.com>
Cc: Mayer, Marc <MEM@msk.com>; Humphrey, Mark <mxh@msk.com>; 'Mark Walters' <walters@lowegrahamjones.com>; Hozaifa Cassubhai <hozaifa@baileyduquette.com>; Berkley, James <JDB@msk.com>
Subject: [EXTERNAL] Re: Google subpoena regarding case 2:24-CV-00960-LK

Skylar,

Are you refusing to provide a copy of the subpoena?

From: Terrebonne, Skyler <s2t@msk.com>
Sent: Thursday, January 16, 2025 5:49:13 PM
To: Will Burnside <will@baileyduquette.com>
Cc: Mayer, Marc <MEM@msk.com>; Humphrey, Mark <mxh@msk.com>; 'Mark Walters'

<walters@lowegrahamjones.com>; Hozaifa Cassubhai <hozaifa@baileyduquette.com>; Berkley, James <JDB@msk.com>
Subject: RE: Google subpoena regarding case 2:24-CV-00960-LK

You don't often get email from s2t@msk.com. [Learn why this is important](#)
Will –

As you know, your client has defaulted and elected not to participate in this action.

If he is prepared to appear in the action, we'd be happy to discuss this with you. Otherwise, he has no right to contest or challenge the subpoena.



Skyler Terrebonne | Attorney-at-Law

T: 310.312.3107 | s2t@msk.com

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From: Will Burnside <will@baileyduquette.com>
Sent: Thursday, January 16, 2025 5:38 PM
To: Terrebonne, Skyler <s2t@msk.com>
Cc: Mayer, Marc <MEM@msk.com>; Humphrey, Mark <mxh@msk.com>; 'Mark Walters' <walters@lowegrahamjones.com>; Hozaifa Cassubhai <hozaifa@baileyduquette.com>
Subject: [EXTERNAL] Re: Google subpoena regarding case 2:24-CV-00960-LK

Skyler,

Our engagement is limited to deal solely with issues surrounding your subpoena to Google at this time.

Will you please forward a copy of the Google subpoena for our consideration?

Thank you,
Will

From: Terrebonne, Skyler <s2t@msk.com>
Sent: Thursday, January 16, 2025 4:34:18 PM
To: Will Burnside <will@baileyduquette.com>
Cc: Mayer, Marc <MEM@msk.com>; Humphrey, Mark <mxh@msk.com>; 'Mark Walters' <walters@lowegrahamjones.com>; Hozaifa Cassubhai <hozaifa@baileyduquette.com>
Subject: RE: Google subpoena regarding case 2:24-CV-00960-LK

You don't often get email from s2t@msk.com. [Learn why this is important](#)
Counsel,

Thank you for your email. Can you please advise as to whether Mr. Williams intends to make an appearance in the below-referenced matter? Mr. Williams has thus far refused to appear in this matter, thereby depriving our client of the opportunity to take discovery from him, and making this subpoena necessary.

Best,
Skyler Terrebonne



Skyler Terrebonne | Attorney-at-Law

T: 310.312.3107 | s2t@msk.com

Mitchell Silberberg & Knupp LLP | www.msk.com

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From: Will Burnside <will@baileyduquette.com>
Sent: Thursday, January 16, 2025 3:09 PM
To: Mayer, Marc <MEM@msk.com>; Humphrey, Mark <mxh@msk.com>; Walters@LoweGrahamJones.com
Cc: Hozaiifa Cassubhai <hozaifa@baileyduquette.com>
Subject: [EXTERNAL] Google subpoena regarding case 2:24-CV-00960-LK

Counsel,

We have been retained by James Williams in relation to the subpoena that Nintendo of America, Inc., through you as counsel, served on Google LLC. The relevant matter is *Nintendo of America, Inc. v. James C. Williams a/k/a archbox*, Cause No. 24-960-LK (W.D. Wash.)

While Mr. Williams was notified by Google that you served this subpoena, Google apparently did not forward a copy of the subpoena to Mr. Williams, and he is unable to provide us with a copy. Based on the email from Google and discussions with Mr. Williams, we have concerns about the scope and breadth of subpoena.

Please contact me or forward a copy of the subpoena at your earliest convenience.

Regards,

William R. Burnside
BAILEY DUQUETTE P.C.
800 Fifth Ave, Suite 101-800
Seattle, WA 98104
D: (206) 353-8021 | F: (866) 233-5869 | E: will@baileyduquette.com
www.baileyduquette.com

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EXHIBIT 7

Berkley, James

From: Will Burnside <will@baileyduquette.com>
Sent: Friday, January 17, 2025 12:12 PM
To: Terrebonne, Skyler; 'google-legal-support@google.com'
Cc: Hozafa Cassubhai; Mayer, Marc; Humphrey, Mark; Berkley, James
Subject: [EXTERNAL] Re: Nintendo v. Williams, Cause No. 24-960 - Time sensitive discovery dispute

Google Internal Ref. No. 78747012

Neither Mr. Williams nor his attorneys have seen a copy of the subpoena. Thus, we do not know whether the files being requested include, for example, (i) confidential health information in violation of federal law, (ii) private communications between Mr. Williams and his immediate family, including pictures of his minor son, or (iii) attorney-client privileged communications – none of which would be covered by any order of the Court. We have expressly asked the Court for guidance, and, pending a response from the Court, we restate that Google must not produce any records at this time. Google's email to Mr. Williams expressly asked us to raise any concern or objection by today. Through counsel, he has done so.

William R. Burnside
BAILEY DUQUETTE P.C.

From: Terrebonne, Skyler <s2t@msk.com>
Sent: Friday, January 17, 2025 11:25 AM
To: 'google-legal-support@google.com' <google-legal-support@google.com>
Cc: Hozafa Cassubhai <hozaifa@baileyduquette.com>; Will Burnside <will@baileyduquette.com>; Mayer, Marc <MEM@msk.com>; Humphrey, Mark <mxh@msk.com>; Berkley, James <JDB@msk.com>
Subject: FW: Nintendo v. Williams, Cause No. 24-960 - Time sensitive discovery dispute

Google Internal Ref. No. 78747012

To whom it may concern,

Please note that the subpoena in question is a valid and enforceable court-ordered subpoena, and as such Nintendo is entitled to responses from Google, Mr. Williams's concerns and objections notwithstanding. Any objections by a party to a Rule 45 subpoena are properly made before the Court. *See Brown v. Deputy No. 1*, 2014 WL 842946, at *3 ([S.D.Cal.](#) Mar. 4, 2014) ("A party cannot simply object to a subpoena served on a non-party, but rather must move to quash or seek a protective order.")

An informal objection made outside of the proper procedural channels does not obviate Google of its responsibility to comply with the terms of the subpoena. *See United States ex rel. Ortiz v. Mount Sinai Hosp.*, 169 F. Supp. 3d 538, 544 (S.D.N.Y. 2016) ("Where, as here, the objecting party has not made (much less won) a motion to quash or for a protective order, the subpoena, if otherwise enforceable, remains so[.]").

We look forward to Google's timely response to the subpoena, and would be happy to meet and confer with Google to discuss any concerns.

Skyler Terrebonne



Skyler Terrebonne | Attorney-at-Law

T: 310.312.3107 | s2t@msk.com

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From: Will Burnside <will@baileyduquette.com>

Sent: Friday, January 17, 2025 9:29 AM

To: google-legal-support@google.com

Cc: Hozaiifa Cassubhai <hozaifa@baileyduquette.com>; Mayer, Marc <MEM@msk.com>

Subject: [EXTERNAL] Fw: Nintendo v. Williams, Cause No. 24-960 - Time sensitive discovery dispute

Google Internal Ref. No. 78747012

To whom it may concern,

Please accept the below request for a conference with the Court as a formal objection to Google producing any materials in response to Nintendo's subpoena in this matter. While Nintendo may have a right to some information in Google's possession, the Court did not authorize Nintendo to have an unfettered right to all of James Williams's information and documents in Google's possession. Mr. Williams has a reasonable concern as to the scope and breadth of Nintendo's subpoena, and Nintendo has flatly refused to disclose its subpoena or provide any context as to the information it has requested Google to produce.

As such, Google should refrain from producing any material in this matter until it obtains further direction from the parties or the Court.

Thank you for your attention to this matter, and please contact me if you have any questions or concerns.

**William R. Burnside
BAILEY DUQUETTE P.C.**

From: Will Burnside <will@baileyduquette.com>

Sent: Friday, January 17, 2025 9:12 AM

To: natalie_wood@wawd.uscourts.gov <natalie_wood@wawd.uscourts.gov>

Cc: Hozaiifa Cassubhai <hozaifa@baileyduquette.com>; Mayer, Marc <mem@msk.com>; 'Mark Walters' <Walters@LoweGrahamJones.com>

Subject: Nintendo v. Williams, Cause No. 24-960 - Time sensitive discovery dispute

Good morning Ms. Wood,

My firm was retained this week by James Williams in the matter of *Nintendo of America, Inc. v. James C. Williams*, Cause No. 24-960-LK, in connection with a third-party subpoena issued by Nintendo in this case.

Pursuant to Judge King's chambers procedures, I am contacting you to seek the Court's intervention regarding a time-sensitive discovery dispute. Counsel for Nintendo are copied to this email, and I alerted them in advance about my intent to reach out to the Court in this manner.

In summary, the issue is that Nintendo is refusing to produce a copy of the subpoena it served on third-party Google LLC, and, as such, Mr. Williams is not aware of the scope of records that Nintendo may be seeking or their relevance to the issues at hand. Google has given Mr. Williams a deadline of 10:00 am today to formally object to the subpoena (which again Mr. Williams does not have a copy of) or else Google may produce materials in response. While Mr. Williams understands that Nintendo may have a right to obtain documents in support of its motion for default judgment, we submit that Nintendo does not have an unrestricted license to obtain and review all of Mr. Williams' personal files, regardless of their breadth, relevance, or privacy implications. All we are seeking at this point is a copy so that we can assess those questions.

In response, Nintendo has advised us to appear and file a formal motion to quash. However, at this point there is no reason for us to formally appear, or, by extension, to move to quash without first reviewing the actual subpoena. Indeed, Nintendo made certain representations to the Court in its motion for third-party discovery, and we respectfully submit that Mr. Williams is entitled to at least see the subpoena to at least confirm whether it conforms with Nintendo's representations and protect himself from any overreach. As Nintendo's counsel has flatly refused to provide us with the subpoena, we are unfortunately left with no choice but to seek the Court's intervention and guidance.

Please let me know if you need anything else.

Thank you,

William R. Burnside
BAILEY DUQUETTE P.C.
800 Fifth Ave, Suite 101-800
Seattle, WA 98104
D: (206) 353-8021 | F: (866) 233-5869 | E: will@baileyduquette.com
www.baileyduquette.com

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EXHIBIT 8

reddit.com/r/SwitchPirates/

reddit

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r/SwitchPirates

r/technikapp

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Crypto

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Part of Reddit

Japanese console. This guide is meant for use with emuMMC, but it can be followed on sysMMC as well by...


Discussion

38 11 Share

u/Overall_Grapefruit13 · 18 hr. ago

Switch with hekate wont turn on

Question



3 9 Share

u/Civil_Fix_5432 · 21 hr. ago

Bricked switch cuz stopped mid-update

I accidentally clicked the update button on my switch then, by panic (and I do know it's a bad idea but still) I

A community of pirates, for pirates.

Get information on everything revolving around piracy on the Nintendo Switch from apps, games, development, and support. That being said, if you enjoy a game and you have sufficient money consider supporting the developers by buying it :-). No one, anything posted here, or any content is endorsed, sponsored, or posted by, for, or on Nintendo's behalf. This subreddit and its content are entirely separate.

185K Members

302 Online


RULES




- 1 No Pirated Content.**
Direct and indirect links are NOT allowed. This includes external services. Do not share ANY copyright-protected content. By sharing we mean LINKING. This also applies to BASE64 encoded links and discord servers that either directly or indirectly share content.
- 2 No Asking for Rom Sites.**
This has been covered by previous rules but it is clearly laid out here. Do not ask for links to Rom sharing websites. This includes soliciting DMs or offering to DM such things. Do not post the links to Rom websites. Stating the name of SFW Rom sites for discussion without linking to them is allowed.
- 3 No Calls for Action or Posts Specifically Directed at Any Individual, Group, or Service.**
SwitchPirates is not your personal soundboard. No mod or user is to use the subreddit to call out or

EXHIBIT 9

4/26/23, 2:14 PM

pc_downloads - SwitchPirates



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- r/SwitchPirates

TOPICS


- Gaming
- Sports
- Business, Economics, a...
- Crypto
- Television
- Celebrity
- More Topics





A community of pirates, for pirates.

r/SwitchPirates



Posts

PC Downloads

Remastered

Remastered is the latest incarnation of the gdrive server formerly known as Rebirth, Reloaded, Rebranded, and Reborn. They are a friendly bunch and provide great CFW support! Check out their chat server, active users can get goodies:

<https://discord.gg/tuT59S2zcv>

Nekodrive

The youngest stash on the block! This is another great gdrive created by the people that brought you Nekoshop. Go check out their chat server for any questions or support:

<https://discord.gg/pytKu48eMk>

jits

In addition to being a tinfoil shop, jits games now lets anyone copy files to their own gdrive. Note that there is currently a registration issue and recent files are not being copied to gdrive. You can join their chat server for any support issues:

<https://discord.gg/UkwVjft>

Create an account to follow your favorite communities and start taking part in conversations.

[Join Reddit](#)

4/26/23, 2:14 PM

pc_downloads - SwitchPirates



r/SwitchPirates

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r/SwitchPirates

TOPICS



torrents can be a great way to easily get games. However, there is important information to know before you start using them.

First thing that will jump into most peoples' heads is "do I need a VPN?" and the answer really is... it depends.

Whether or not you need a VPN will differ based on what you're downloading, what tracker you're using and what country you live in.

A major AAA game is much more likely to be tracked than a shovelware title that costs \$3 on the eShop.

Not every country has ISPs and laws that care about torrenting. Someone in Germany needs to be much more careful than someone in Switzerland. When in doubt, assume your country has harsher laws to be safe.

Finally, the site matters. The chances of receiving an ISP letter while using a private tracker is much smaller than using a public tracker due to it being more work for copyright trolls to join private sites (and they have a smaller userbase than public ones). The effort isn't worth it for them when they can get more people more easily on other sites.

Now lets talk about some trackers you might look at.

1337x - A large public tracker with a good gaming library.

Rutracker - A Russian site that can be annoying to navigate but has an incredible library. I recommend using a browser plugin for in-page translation.

GGn (private tracker) - The absolute biggest and best gaming tracker, but you need to get in via recruitment or invites.

IPT/Torrentleech/Filelist etc (private trackers) - These are a few of the many 0day/general trackers that will have all switch scene releases. They won't have the home rip content that GGn has, but they will mirror any scene games before anywhere else (outside of topsites) gets them.

Some sites not to use:

Piratebay - An old site with quite the reputation. Unfortunately it has become a honeypot of malware and IP trolling, I would recommend avoiding it.

KickassTorrents - The original KAT died. Everything left is unsafe mirrors.

For more info check out [r/trackers](#)

Create an account to follow your favorite communities and start taking part in conversations.

Usenet

4/26/23, 2:14 PM

pc_downloads - SwitchPirates



r/SwitchPirates

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TOPICS



(sometimes paid)

The provider works similarly to an internet plan. You will pay either for a certain amount of bandwidth or a certain time period.

Then you can search content via an indexer, which is similar to a torrent tracker, to find content to download.

You should not need a VPN for usenet as long as you get a provider that has SSL encryption (which any recommended provider should)

You can find info on providers and indexers on [r/usenet](#)

A note on ISP Copyright-Infringement Letters

It is generally safe to download from trusted sources that use encrypted connections. This includes [Tinfoil shops](#), which all use encrypted connections (HTTPS) for downloads.

The vast majority of individuals receiving copyright-infringement letters from their ISPs are as a result of torrenting without any protection (i.e. not using a VPN, seedbox, etc) in countries that are known to enforce copyright laws.

Last revised by [archbox](#) - 6 months ago

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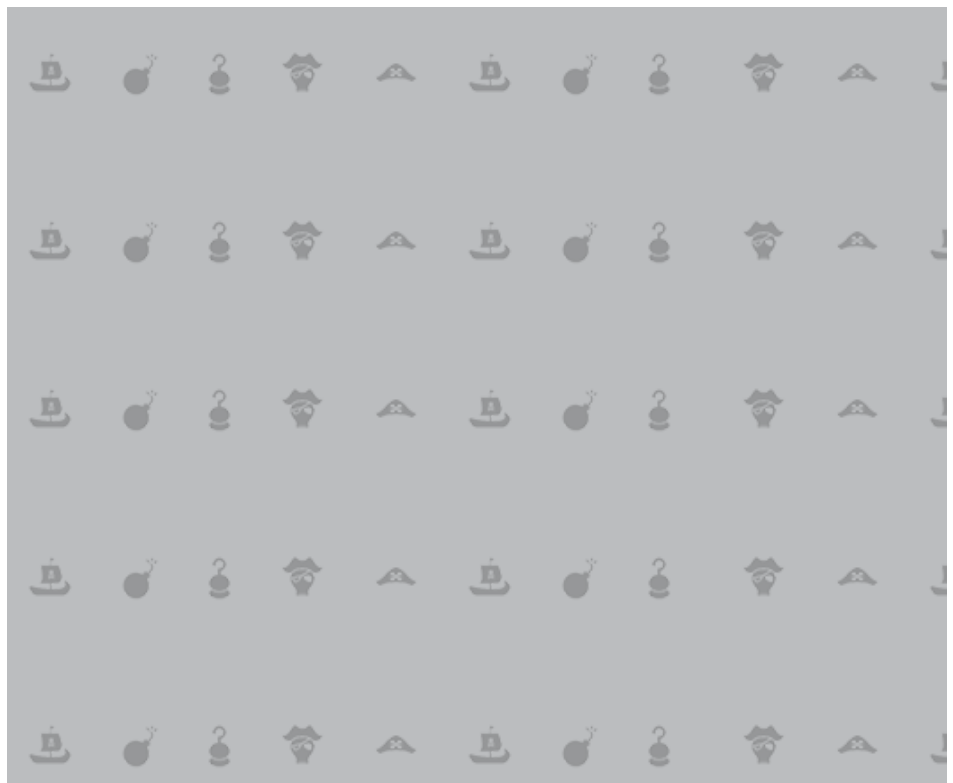


EXHIBIT 10

2/23/24, 1:39 PM

Which shop has the new Mario Party game and Danganronpa game please? : r/SwitchPirates

[Skip to main content](#)

r/SwitchPirates



Search in r/SwitchPirates

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r/SwitchPirates • 2 yr. ago

gintokigriffiths



Which shop has the new Mario Party game and Danganronpa game please?

Question

Hi, I'm just using stealth and they dont have new Mario Party game . Any shop which does?

0

14

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Sort by: Best ▾

[+ Add a Comment](#)**AutoModerator** MOD • 2y ago • Stickied commentModerator Announcement [Read More »](#)

1

Reply

Share



archbox • 2y ago

tits pro got Danganronpa S up and the other games will be uploaded today

Most shops should have Mario party up by now

2

Reply

Share



[deleted] • 2y ago

If they're not on shops, you can get them on nsw2u



1

Reply

Share



gintokigriffiths OP • 2y ago

cheers mate i thought these were unisgned games ?

2

Reply

Share



3 more replies



archbox • 2y ago

Danganronpa S was in my tinfoil yesterday, and even after the download finished, it still wasn't anywhere on that or other websites.

2

Reply

Share



6 more replies

1 more reply

More posts you may like

2/23/24, 1:39 PM

Which shop has the new Mario Party game and Danganronpa game please? : r/SwitchPirates

[Skip to main content](#)[Log In](#)**Does this game has pc client?**

6 upvotes · 11 comments



r/nintendo

Nintendo Direct: Partner Showcase – 21/02/2024

298 upvotes · 310 comments



r/EASportsFC

Where should I play FIFA 22?

9 upvotes · 18 comments



r/NintendoSwitch

Nintendo Direct: Partner Showcase – 21/02/2024

983 upvotes · 806 comments



r/SquaredCircle

B/R App for Xbox Still not up?!?!?

2 upvotes · 18 comments



r/SwitchPirates

Which shop has the new Metroid Dread?

9 comments



r/gaming

Dune x MS Flight Simulator is so cool

198 upvotes · 26 comments



r/DuelMasters

Duel masters mobile game?

7 upvotes · 5 comments



r/wiiu

Gonna Get Wii U On Christams i have few questions

46 upvotes · 47 comments



r/CrackSupport

Where can I get Cyberpunk 2077 game cracked ?

10 comments

2/23/24, 1:39 PM

Which shop has the new Mario Party game and Danganronpa game please? : r/SwitchPirates



Log In

youtube

104 upvotes · 50 comments



r/NintendoSwitch

Princess Peach: Showtime! new gameplay | VGC

youtube

355 upvotes · 94 comments



r/zelda

[All] Hello i'm new and have only really played BoTW. I have touched Ocerena, LttP and Awakening. where do you guys suggest I focus on or alternatively suggest a game to start next?

2 upvotes · 12 comments



r/retrogaming

Where can I play Gaplus

3 upvotes · 6 comments

TOP POSTS



Reddit

reReddit: Top posts of December 2, 2021

Reddit

reReddit: Top posts of December 2021

Reddit

reReddit: Top posts of 2021

EXHIBIT 11

3/13/24, 11:21 AM

The jits AIO was updated yesterday with FW 12.0.3 support (Nintendo started distributing this again today) : r/SwitchPirates



Below is a snapshot of the Web page as it appeared on **8/20/2023** (the last time our crawler visited it). This is the version of the page that was used for ranking your search results. The page may have changed since we last cached it. To see what might have changed (without the highlights), [go to the current page](#).

Bing is not responsible for the content of this page.



r/SwitchPirates • 3 yr. ago

by archbox

Moderator + jits/shop support



The jits AIO was updated yesterday with FW 12.0.3 support (Nintendo started distributing this again today)

Invite to where you can see updates on the #faq channel: <https://discord.gg/CgGAtfeNsR>

Direct download posted in comments because the website might get filtered.

Keeping an eye on the #new-games, #new-updates etc. channels is also a great way to find out when a dump is in the wild (all the shops in the wiki should have them soon after posting there).

You'll notice that games are often posted in that channel days/weeks before another server's changelog channel.



80



17



17 comments sorted by **Best** ▾

Add a Comment



archbox



Moderator + jits/shop support

• 3 yr. ago



Hopefully this direct link doesn't get deleted as "piracy"



12



Reply



archbox



Moderator + jits/shop support

• 3 yr. ago



<https://jits.cc/aio>



9



Reply



hankbizzo5 • 3 yr. ago



Thank you!!!!



1



Reply



Uxsyy • 3 yr. ago



no piranci



4



Reply



MindFvck626 • 3 yr. ago



No piratas!





3









Reply

3/13/24, 11:21 AM

The jits AIO was updated yesterday with FW 12.0.3 support (Nintendo started distributing this again today) : r/SwitchPirates





reddit



 1   Reply


archbox  Moderator + jits/shop support  • 3 yr. ago




Correct, no links to copyright content.


This is a reddit rule, actually.

 3   Reply





unripenedfruit • 3 yr. ago


Almost all public forums focused on piracy don't allow sharing of links, because that's how you get shut down.

 2   Reply





Warm-Split-5813 • 3 yr. ago


I'm a little confused. So jits in tinfoil is not working? Thanks

 2   Reply





[deleted] • 3 yr. ago




Nice!

 1   Reply


ButcherZV • 3 yr. ago




Jits is working again???


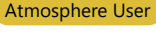
 1   Reply


archbox  Moderator + jits/shop support  • 3 yr. ago




the tinfoil repo has been down but jits server is up and the JustInsertTheStuff aio has been kept up to date.




Check the wiki here for other repos

 5   Reply





Azrial13  • 3 yr. ago


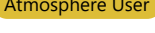
How do I access the wiki?

 1   Reply





archbox  Moderator + jits/shop support  • 3 yr. ago


<https://www.reddit.com/r/SwitchPirates/wiki/>

 2   Reply


Azrial13  • 3 yr. ago

Thank you kind sir.


 1   Reply





lazrus305 • 2 yr. ago

nice package. Is this new cuz I can't seem to find any videos or info on it.




3/13/24, 11:21 AM

The jits AIO was updated yesterday with FW 12.0.3 support (Nintendo started distributing this again today) : r/SwitchPirates

 **reddit**

 **archbox**  Moderator + jits/shop support  • 2 yr. ago

Check the jits discord

 1   Reply

More posts you may like

 r/Roms [Join](#) • 8 mo. ago

I made my own working tradable copies of Pokemon Yellow, Red, Blue, Gold and Silver for the Super Nintendo



1/14

 418   47 r/Roms [Join](#) • 7 mo. ago

Remade a sprite for Charizard for a Gen 1 Rom Hack

EXHIBIT 12

2/21/24, 1:24 PM

Discord just banned most switch shop/drive related discords : r/SwitchPirates

[Skip to main content](#)

r/SwitchPirates



Search in r/SwitchPirates

[Log In](#)**r/SwitchPirates** • 4 mo. ago
archbox **MOD****18 NSFW**

Discord just banned most switch shop/drive related discords

RIP (but this shouldn't impact using any of the services) If you use a tinfoil shop, check the message that loads when you connect in Tinfoil for information/alternatives, or visit the jits site.

482 **529** **Share**Sort by: **Best** ▾[+ Add a Comment](#)**AutoModerator** **MOD** • 1mo ago • Stickied commentModerator Announcement [Read More »](#) **1** **Reply** **Share****uoYredruM** • 4mo ago

I thought I was missing an icon or two on the Discord sidebar lol

 **220** **Reply** **Share****Berkoudieu** • 4mo ago

I'm not the only one lmao.

My discord servers list got purged from 3-4 icons, I was wondering what happened. Of course it's Nintendo, it's always Nintendo.

92 **Reply** **Share**

21 more replies

5 more replies

**8bitmorals** • 4mo ago

2/21/24, 1:24 PM

Discord just banned most switch shop/drive related discords : r/SwitchPirates

[Skip to main content](#)[Log In](#)

servers we know that are impacted

- Tits pro
- Jits
- Neko drive
- neko tits
- revolution
- source shop
- bikeborb
- Alien gaming

↑ 164 ↓ [Reply](#) [Share](#) ...

(+) 31 more replies



kwiksi1ver • 4mo ago

Wow, they are all gone. That's wild.

↑ 43 ↓ [Reply](#) [Share](#) ...



Zelda71785 • 4mo ago

I just posted about this. That sucks! I thought I got banned.

↑ 82 ↓ [Reply](#) [Share](#) ...

(+) 35 more replies

Bearshapedbears • 4mo ago

Imao didnt we just get sourceshop?

↑ 26 ↓ [Reply](#) [Share](#) ...

(+) 3 more replies



PastPayment5159 • 4mo ago

It's really reckless to be setting up massive piracy groups on services like Discord where every account is tied to the owner's phone number (making it is easy to trace them and potentially prosecute them), isn't encrypted, and is in violation of Discord's ToS.

↑ 73 ↓ [Reply](#) [Share](#) ...

(+) 38 more replies

AnonymousQuality • 4mo ago

Came here to get info on what happened. Damn. The retro rom shop is also gone and that PC server is also gone. Hopefully they start a telegram or something.

↑ 47 ↓ [Reply](#) [Share](#) ...

(+) 7 more replies



skarro- • 4mo ago

2/21/24, 1:24 PM

Discord just banned most switch shop/drive related discords : r/SwitchPirates

[Skip to main content](#)[Log In](#)[↑ 21](#) [↓](#) [Reply](#) [Share](#) [...](#)[+](#) 1 more reply

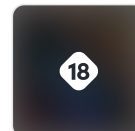
More posts you may like



r/SwitchPirates

18 NSFW**okay, i think i'm ready to actually play a game now**

361 upvotes · 66 comments



r/SwitchPirates

How to fix failing/slow downloads on your Switch (Tinfoil, eShop, etc.)

58 upvotes · 28 comments



r/SwitchPirates

18 NSFW**Why won't my nsp install? Tinfoil via usb. My Nut keeps crashing**

54 upvotes · 41 comments



r/SwitchPirates

What are your favorite applications to download

52 upvotes · 39 comments



r/SwitchPirates

New to the club. Any recommendations for a newbie?

46 upvotes · 67 comments



r/SwitchPirates

[Guide] Changing WiFi Regions on Any Switch Console (Erista or Mariko) by Editing PRODINFO to Fix Missing 5Ghz Channels

38 upvotes · 11 comments



r/SwitchPirates

18 NSFW**Should I get a switch that's modded with a chip or just get a V1 and softmod it?**

36 upvotes · 50 comments

2/21/24, 1:24 PM

Discord just banned most switch shop/drive related discords : r/SwitchPirates

[Skip to main content](#)[Log In](#)**New to switch mod, updated to 17.0.0 using daybreak and I'm stuck**

26 upvotes · 15 comments



r/SwitchPirates

18 NSFW**Anyone fix the firmware 17 brick?**

26 upvotes · 53 comments



r/SwitchPirates

Booting into cfw from your couch 🙄

21 upvotes · 18 comments



r/SwitchPirates

18 NSFW**Best multi player games for under 5s?**

16 upvotes · 24 comments



r/SwitchPirates

18 NSFW**Libera Shop and the appearance of new titles**

14 upvotes · 24 comments



r/SwitchPirates

18 NSFW**Ok I think I'm done modding both software and hardware now to pick what to play any recommendations I love Mario style games 😂😂😂**

14 upvotes · 16 comments

18



r/SwitchPirates

18 NSFW**Best ROMhacks on Libera Shop (especially SMW or SM64 opinions)**

14 upvotes · 12 comments



r/SwitchPirates

18 NSFW**Installing Android on Switch Lite**

11 upvotes · 7 comments



r/SwitchPirates

18 NSFW**How to play older pokemon games on the switch?**

8 upvotes · 13 comments



r/SwitchPirates

18 NSFW

2/21/24, 1:24 PM

Discord just banned most switch shop/drive related discords : r/SwitchPirates



Log In

 r/SwitchPirates NSFW**How to Update to Smash Ultimate Version 13.0.2**

5 upvotes · 3 comments

 r/SwitchPirates**Bricked switch cuz stopped mid-update**

4 upvotes · 5 comments

 r/SwitchPirates NSFW**What do Nxfpsswitch and SaltyNX do?**

4 upvotes · 3 comments

 r/SwitchPirates NSFW**Help with super smash bros ultimate**

4 upvotes · 1 comment

 r/SwitchPirates**Switch with hekate wont turn on**

3 upvotes · 9 comments

 r/SwitchPirates**Smash brothers updated but black screen**

3 upvotes

 r/SwitchPirates NSFW**i used the fake nintendo account link tinfoil**

3 upvotes · 3 comments

18

 r/SwitchPirates**Updated OFW and Atmos - Now no games work**

3 upvotes · 5 comments

EXHIBIT 13

6/18/25, 12:11 PM

archbox comments on the new super monkey ball banana mania now available

The Wayback Machine - https://web.archive.org/web/20211003205348/https://old.reddit.com/r/SwitchPirates/comments/q044ze/the_new_super_monkey_ball_banana_mania_now/hf8s55r/

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this post was submitted on 02 Oct 2021

79 points (96% upvoted)shortlink: <https://redd.it/q044ze>

79

**News** the new super monkey ball banana mania now available (self:SwitchPirates)

submitted 23 hours ago * by Background_Bad_4377 🤖

43 comments share save hide report

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Submit a new link

Submit a new text post

Want to add to the discussion?

Post a comment!

CREATE AN ACCOUNT

you are viewing a single comment's thread.
[view the rest of the comments](#) →

[-] archbox jits 3 points 4 hours ago

Except there are a few games and dlc that are no longer available to purchase, and no one ever dumped them. There were months of releases unavailable anywhere and no one was buying and dumping them until hbg made everyone redonate again for drive access and got the thousands of dollars it cost to purchase all the games. There are still unpurchased dlc that no one is going to go out of their way to buy, it's highly unlikely that people who buy it for themselves will share it, assuming they even have a hacked switch. Most of us who hacked our switch are, like you said, pirates and aren't going to give Nintendo \$50 for a game (even if we would, a lot are banned and can't). But if I can give someone a \$5 eShop card and they give me the game I don't see how that is unreasonable when the game isn't available from any source.

[permalink](#) [embed](#) [save](#) [parent](#) [report](#) [reply](#)

[-] ENTRAPM3NT 0 points 4 hours ago

If they want donations they shouldn't attack people in threads. I'll never donate ever and if the game doesn't get uploaded so be it. Every good game gets uploaded by release regardless if I donate or not. Idgaf how much you downvote me. This whole thread could have been avoided and it was off topic from the start.

[permalink](#) [embed](#) [save](#)

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SwitchPirates

73,301 readers

407 users here now

A community of pirates, for pirates.

a community for 3 years

MODERATORS

MESSAGE THE MODS

Moderator list hidden. [Learn More](#)

6/18/25, 12:11 PM

archbox comments on the new super monkey ball banana mania now available

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EXHIBIT 14

6/22/25, 11:29 PM

archbox comments on Shops are down, stop asking if you are alone

The Wayback Machine - https://web.archive.org/web/20220429233950/https://old.reddit.com/r/SwitchPirates/comments/udutpj/shops_are_down_stop_asking_if_you_are_alone/i6q98d...

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reddit SWITCHPIRATES comments Want to join? Log in or sign up in seconds. | English

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this post was submitted on 28 Apr 2022

4 points (56% upvoted)

shortlink: <https://redd.it/udutpj>

Discussion **Shops are down, stop asking if you are alone**

(self.SwitchPirates)
submitted 1 day ago by boomboomown
55 comments share save hide report

sorted by: **best** ▼

Want to add to the discussion?
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[–] archbox Moderator + jits/shop support ↑ 1 point 1 minute ago

Physical media is a one-time cost. All of the shops and services are running on their own servers, and that has a monthly cost. We paid \$15/month originally for a vps to run the scripts and host the service on jits when we were starting out a couple years ago, plus \$3/month for DDoS protection after cloudflare (free) booted us (and people still thought it was fun to try to attack us). Now that we've picked up more services and are having to manage a lot more, we are covering a much more expensive dedicated server to process everything, still a monthly cost and all of our own pockets. Not to mention hundreds of dollars towards dumping games (physical copies, kickstarter exclusives, and even eshop titles last year when very few people in the community were contributing cards). It adds up. tits pro was created since it wasn't manageable to cover thousands of dollars in missing titles/dlc + all the upcoming releases. Only eShop cards are accepted (all of that money is going to the devs), and yes, it's done by volunteers out of the goodness of their own hearts. And yes, we do have our own FTP and servers.

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EXHIBIT 15

6/19/24, 12:53 AM

archbox comments on Sigpatches got DMCA'd, what do now?

The Wayback Machine - https://web.archive.org/web/20220730200039/https://old.reddit.com/r/SwitchPirates/comments/wbyytq/sigpatches_got_dmca_d_what_do_now/

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this post was submitted on 30 Jul 2022

50 points (87% upvoted)shortlink: <https://redd.it/wbyytq>

50

**News** Sigpatches got DMCA'd, what do now?

(self.SwitchPirates)

submitted 5 hours ago by YungHouseplant

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The github we were uploading to was DMCA'd but we are added a few other mirrors including posting to a Russian only fans scraper: <https://sigmapatches.coomer.party>

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[-] **ENTRAPM3NT** 1 point 12 minutes ago

What about total justice?

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6/19/24, 12:53 AM

archbox comments on Sigpatches got DMCA'd, what do now?

π

EXHIBIT 16

6/18/25, 2:04 AM

jits games

The Wayback Machine - <https://web.archive.org/web/20220419052533/https://games.jits.site/>Sign in with **jits**Language: **en** ▼Filters

<< < Page 1 of 551 > >>

Name	Release Date	Actions	
 1-2-Switch™ ID: 01000320000CC000	March 3rd, 2017	View	Base nsz v0 (0) Update nsz v1 (65536)
 ACA NEOGEO THE KING OF FIGHTERS '98 ID: 0100B42001DB4000	March 3rd, 2017	View	Base nsz v0 (0) Update nsz v2 (131072)
 Shovel Knight: Specter of Torment ID: 01001180021FA000	March 3rd, 2017	View	Base nsz v0 (0) Update nsz v3 (196608)
 ACA NEOGEO METAL SLUG 3 ID: 0100BA8001DC6000	March 3rd, 2017	View	Base nsz v0 (0) Update nsz v2 (131072)
 ACA NEOGEO WAKU WAKU 7 ID: 0100CE001DC0000	March 3rd, 2017	View	Base nsz v0 (0) Update nsz v2 (131072)
 Vroom in the night sky ID: 01004E90028A2000	March 3rd, 2017	View	Base nsz v0 (0) Update nsz v1 (65536)
 ACA NEOGEO WORLD HEROES PERFECT ID: 01009D4001DC4000	March 3rd, 2017	View	Base nsz v0 (0) Update nsz v1 (65536)
 New Frontier Days ~Founding Pioneers~ ID: 01004C200100E000	March 3rd, 2017	View	Base nsz v0 (0) Update nsz v1 (65536)
 The Legend of Zelda™: Breath of the Wild ID: 01007EF00011E000	March 3rd, 2017	View	Base nsz v0 (0) Update nsz v12 (786432)
 Shovel Knight: Treasure Trove ID: 010057D0021E8000	March 3rd, 2017	View	Base nsz v0 (0) Update nsz v7 (458752)
 Snipperclips™ – Cut it out, together! ID: 0100704000B3A000	March 3rd, 2017	View	Base nsz v0 (0) Update nsz v1 (65536)
 ACA NEOGEO SHOCK TROOPERS ID: 01008A9001DC2000	March 3rd, 2017	View	Base nsz v0 (0) Update nsz v1 (65536)
 I Am Setsuna ID: 0100849000BDA000	March 3rd, 2017	View	Base nsz v0 (0) Update nsz v1 (65536)
 VOEZ ID: 0100A7F002830000	March 3rd, 2017	View	Base nsz v0 (0) Update nsz v13 (851968)

6/18/25, 2:04 AM

jits games












Name	Release Date	Actions		
 Othello ID: 0100902001014000	March 3rd, 2017	View	Base nsz v0 (0)	Update nsz v1 (65536)
 Just Dance 2017® ID: 0100BCE000598000	March 3rd, 2017	View	Base nsz v0 (0)	Update nsz v1 (65536)
 FAST RMX ID: 01009510001CA000	March 3rd, 2017	View	Base nsz v0 (0)	Update nsz v3 (196608)
 Super Bomberman R ID: 01007AD00013E000	March 3rd, 2017	View	Base nsz v0 (0)	Update nsz v11 (720896)
 ACA NEOGEO NAM-1975 ID: 0100A8C001DCE000	March 9th, 2017	View	Base nsz v0 (0)	Update nsz v1 (65536)
 Blaster Master Zero ID: 0100225000FEE000	March 9th, 2017	View	Base nsz v0 (0)	Update nsz v9 (589824)
 ACA NEOGEO THE KING OF FIGHTERS '94 ID: 0100EB2001DCC000	March 16th, 2017	View	Base nsz v0 (0)	Update nsz v1 (65536)
 Little Inferno ID: 0100B18001D8E000	March 23rd, 2017	View	Base nsz v0 (0)	Update nsz v3 (196608)
 ACA NEOGEO BIG TOURNAMENT GOLF ID: 01002E70032E8000	March 23rd, 2017	View	Base nsz v0 (0)	Update nsz v2 (131072)
 Human Resource Machine ID: 0100701001D92000	March 23rd, 2017	View	Base nsz v0 (0)	Update nsz v2 (131072)
 World of Goo ID: 010009E001D90000	March 23rd, 2017	View	Base nsz v0 (0)	Update nsz v2 (131072)

EXHIBIT 17

6/15/24, 5:21 PM

Nekodrive

The Wayback Machine - <https://web.archive.org/web/20220412160017/https://neko.titz.cf/>**NEKODRIVE DISCORD****MISSING GAMES LIST****DONATE ESHOP CARD****TURTLE IN THE SHOP**

Welcome to Nekodrive!

We want to give you the most recent releases, and while you can get free games from us, we can't get free games from Nintendo.

There are many undumped Japanese games, if you would like to help us make a complete collection available, please consider donating a [JPY eShop card](#).

If you are interested in any upcoming eShop releases, you can request a specific dump by typing *donate in our [DISCORD](#) (you will get *nekodrive* access for contributing) or go to <https://missingdumps.org/donate>

You can see the missing eShop games at <https://missingdumps.org>



EXHIBIT 18

2/21/24, 1:22 PM

Tinfoil Shop Status Megathread: Holiday Edition 3 (Christian Edition) : r/SwitchPirates

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r/SwitchPirates



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archbox MOD

18 NSFW

Tinfoil Shop Status Megathread: Holiday Edition 3 (Christian Edition)

PSA

Current Status of Shops (without any links)

Operational Shops:

Presently, the following shops are fully operational:

- **tits bro** (private, latest content and save games, requires content contribution)
- **Libera** (public, all content, including save games, firmware updates, and retroROMs with standalone forwarders--RetroArch needs to be installed and overclocking recommended for some systems)

A Note on Private Shops and Stashes

In contrast to public shops, private shops require users to contribute content to the community in order to gain access to their full library (which may include PC access through a private stash).

Two working private shops are tits bro and nekodrive (stash that can be added to Tinfoil), which requires users to contribute to missingdumps.org (the team that consistently releases all new eShop content) in one of the following ways:

- Send the team any undumped, unavailable games or DLC. This could be a missed preorder-exclusive DLC or a delisted game
- Contribute a dump of an early cartridge leak, prior to the title being available.

Both methods above support the acquisition of new content which works its way to being available to the entire Switch community. It is important to note that these shops have consistently and publicly stated that they do not accept cash or crypto donations, and all content contributed is shared through all linked servers in the wiki. **Buying or selling access to content violates S.P. rules and the rules in all Discord servers linked in the wiki.**

Note that each shop's infrastructure is paid for out of the staffs' pockets, and any content contributions are sent to Missing Dumps directly for preservations and to benefit the entire scene.

How can I access the latest content?

You may explore any of the following options to access switch content:

- Consider contributing content to access the bro shop and nekodrive library. Type /donate in stealth's Discord (located in the wiki).
- Download to your PC and transfer to your Switch.

Note that there are also for-profit piracy sources that either require direct cash payments to access, or ad wall content behind captive url shorteners and fake download links to malicious advertisements. If you are capable enough to navigate through those sites, you are probably not the target audience of this post. These browser addons can make such sites somewhat safer and more tolerable:

- Copy any links into JDownloader 2 to get the real download link, or try to FastForward through some ad walls, if a user of the extension has visited the link already.
- uBlock Origin to block many ads. Note that the fake download links on some sites are still present with the default settings. Disabling javascript is needed for some websites that are directly hosting malware links.

It is recommended to always use a VPN when torrenting or even just browsing these websites, as their ad networks only serve malware scripts to Western countries.

2/21/24, 1:22 PM

Tinfoil Shop Status Megathread: Holiday Edition 3 (Christian Edition) : r/SwitchPirates

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ensure that the community receives timely and relevant content. A little patience and consideration for shop owners and operators will go a long way to ensuring their continued uptime.

If you have any questions about this post or shops in general, please do not hesitate to ask in the comments below and we'll try to answer as best we can.

-SP Mod Team

133

193

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-an-eternal-hum- · 3mo ago

Thanks for your service [u/archbox](#), you've helped me personally and this community a lot

13

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okay, i think i'm ready to actually play a game now

361 upvotes · 66 comments



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How to fix failing/slow downloads on your Switch (Tinfoil, eShop, etc.)

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18 NSFW

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2/21/24, 1:22 PM

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36 upvotes · 50 comments



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NSFW**Should I get a switch that's modded with a chip or just get a V1 and softmod it?**

36 upvotes · 50 comments



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NSFW**New to switch mod, updated to 17.0.0 using daybreak and I'm stuck**

26 upvotes · 15 comments



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NSFW**Anyone fix the firmware 17 brick?**

26 upvotes · 53 comments



r/SwitchPirates

Booting into cfw from your couch 🙄

21 upvotes · 18 comments



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NSFW**Best multi player games for under 5s?**

16 upvotes · 24 comments



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NSFW**Libera Shop and the appearance of new titles**

14 upvotes · 24 comments



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NSFW**Ok I think I'm done modding both software and hardware now to pick what to play any recommendations I love Mario style games 🤪🤪🤪**

14 upvotes · 16 comments



r/SwitchPirates

NSFW**Best ROMhacks on Libera Shop (especially SMW or SM64 opinions)**

14 upvotes · 12 comments



r/SwitchPirates

NSFW**Installing Android on Switch Lite**

2/21/24, 1:22 PM

Tinfoil Shop Status Megathread: Holiday Edition 3 (Christian Edition) : r/SwitchPirates

[Skip to main content](#)[Log In](#)**18 NSFW****How to play older pokemon games on the switch?**

8 upvotes · 13 comments

r/SwitchPirates

18 NSFW**[YASHQ] Yet Another Switch Hacking Question**

5 upvotes · 12 comments

r/SwitchPirates

18 NSFW**How to Update to Smash Ultimate Version 13.0.2**

5 upvotes · 3 comments

r/SwitchPirates

Bricked switch cuz stopped mid-update

4 upvotes · 5 comments

r/SwitchPirates

18 NSFW**What do Nxfpsswitch and SaltyNX do?**

4 upvotes · 3 comments

r/SwitchPirates

18 NSFW**Help with super smash bros ultimate**

4 upvotes · 1 comment

r/SwitchPirates

Switch with hekate wont turn on

3 upvotes · 9 comments



r/SwitchPirates

Smash brothers updated but black screen

3 upvotes

r/SwitchPirates

18 NSFW**i used the fake nintendo account link tinfoil**

3 upvotes · 3 comments

18

r/SwitchPirates

2/21/24, 1:22 PM

Tinfoil Shop Status Megathread: Holiday Edition 3 (Christian Edition) : r/SwitchPirates



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EXHIBIT 19

6/18/24, 11:05 PM

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eShop Code Donation Form

Username

Smith#1953

Requests

Breath of the Wild 2 (Title II

Value USD ▾

50

Code

ABCDEDFGHIJK1234

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6/18/24, 11:05 PM

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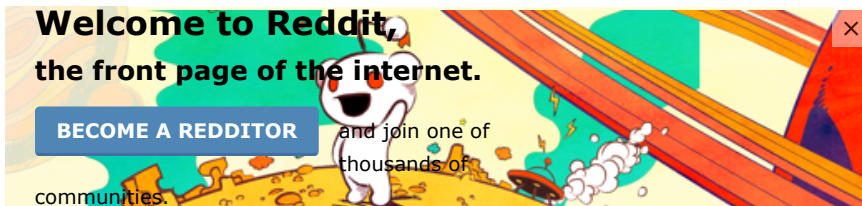
EXHIBIT 20

6/18/24, 11:30 PM

archbox comments on What's the best way to approach nsw2u?

The Wayback Machine - https://web.archive.org/web/20211031163812/https://old.reddit.com/r/SwitchPirates/comments/qjgtjt/whats_the_best_way_to_approach_nsw2u/

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this post was submitted on 31 Oct 2021

4 points (75% upvoted)shortlink: <https://redd.it/qjgtjt>↑
4
↓**Question** What's the best way to approach nsw2u? (self.SwitchPirates)

submitted 13 hours ago by CasserTA

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sorted by: **best** ▾**Want to add to the discussion?**

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Or just donate a 500 yen eshop card or any other amount to <https://missingdumps.org/donate/> and you'll get tits pro (tin foil shop without quota issues) and direct gdrive access, and have your money go towards actually unlocking new games and dlc.

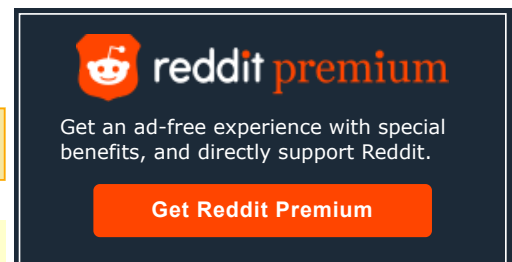
Not sure why you'd pay the same amount of money per month just to be able to download more than 1 file.

permalink embed save parent report reply

↑ ↓ [-] **wolflik3me** 2 points 1 hour ago

This is the correct answer here. 100x better than fighting download limits, popups, and redirects.

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6/18/24, 11:30 PM

archbox comments on What's the best way to approach nsw2u?

71




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EXHIBIT 21

6/10/24, 2:33 AM

GitHub - ITotalJustice/patches

The Wayback Machine - <https://web.archive.org/web/20220628080828/https://github.com/ITotalJustice/patches>


 ITotalJustice / patches Public

☆ 1.6k stars 🍴 60 forks


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<> Code 🔗 Pull requests ▶ Actions 📖 Wiki 🛡 Security 📊 Insights

🔑 master ▼ Go to file

 TeJayH Updated README to no longer mention old ZIP split. ... on Jan 26 🕒 15

[View code](#)

 README.md

Signature Patches

Signature patches are created to be used alongside Atmosphere for loading homebrew from the home menu. If you need assistance setting up Atmosphere, the recommended guide is <https://reentry.org/SwitchHackingIsEasy>

Atmosphere 1.0.0 renamed many important files, see https://reentry.org/MigrateToAtmosphere1_0_0 for assistance with migrating from previous Atmosphere versions.

How to install Signature Patches

1. [Download the latest release.](#)
 - Read the release page to ensure your version of Atmosphere is supported!
2. Unzip the release into the root of your SD card.
 - Make sure to click **yes** for overwriting any files and merging folders.

6/10/24, 2:33 AM

GitHub - ITotalJustice/patches

- Make sure the `/atmosphere/` folder in the zip merges with the atmosphere folder on your SD card! You should not have an `/atmosphere/atmosphere/` folder, nor should you have an `/sd/`, or `/SigPatches/` folder on your SD card.

3. Boot into atmosphere. You should now be using signature patches.

Hekate Patches (EZ Mode)

If you wish to start your CFW with Hekate, we highly suggest chainloading fusee. This is the best method to boot Atmosphere without directly pushing fusee.bin.

To chainload atmosphere place the [latest fusee.bin](#) in `/bootloader/payloads/` then edit your `hekatelpl.ini` to contain the following,

```
[Atmosphere CFW]
payload=bootloader/payloads/fusee.bin
```

Hekate Patches (fss0 Hard Mode)

I do not boot this way, and I suggest you don't either. Make sure that you edit your `hekatelpl.ini` to contain `kip1patch=nosigchk`. Like this:

```
[CFW - FSS0 SYS]
fss0=atmosphere/package3
kip1patch=nosigchk
emummc_force_disable=1

[CFW - FSS0 EMU]
fss0=atmosphere/package3
kip1patch=nosigchk
emummcforce=1
```

Sources

Usual sources are:

6/10/24, 2:33 AM

GitHub - ITotalJustice/patches

[GBAtemp](#)[Google](#)

Repo is mostly automated.

This is just for educational purposes. Ask a homebrew developer if you need help with signature patches and remember to always respect all intellectual property rights and all local/international laws!

Releases 39

 Supports HOS firmware 14.1.0+ and AMS 1.3.2 Latest
on Apr 29

[+ 38 releases](#)

Packages

No packages published

Contributors 4



arch-box archbox



TeJayH TeJay



ITotalJustice



fardman99 Zach

EXHIBIT 22

10/2/25, 6:28 PM

72.201[REDACTED]/ip72-201[REDACTED].ph.ph.cox.net IP Address Whois | DomainTools.com



Home > Whois Lookup > 72.201[REDACTED]

Notice: Possible deprecation of Whois services after January 28, 2025.

More Info ↓

IP Information for 72.201[REDACTED]

— Quick Stats

IP Location	 United States Phoenix Cox Communications
ASN	 AS22773 ASN-CXA-ALL-CCI-22773-RDC, US (registered Nov 20, 2001)
Resolve Host	ip72-201[REDACTED].ph.ph.cox.net
Whois Server	whois.arin.net
IP Address	72.201[REDACTED]

```

NetRange: 72.192.0.0 - 72.223.255.255
CIDR: 72.192.0.0/11
NetName: NETBLK-COX-ATLANTA-11
NetHandle: NET-72-192-0-0-1
Parent: NET72 (NET-72-0-0-0-0)
NetType: Direct Allocation
OriginAS:
Organization: Cox Communications Inc. (CXA)
RegDate: 2005-08-03
Updated: 2012-03-02
Comment: For legal requests/assistance please use the following contact information:
Comment:
Comment: Cox Subpoena Phone: 404-269-0100
Comment:
Comment: Cox Subpoena Info: http://www.cox.com/policy/learninformation/default.asp
Ref: https://rdap.arin.net/registry/ip/72.192.0.0

```

```

OrgName: Cox Communications Inc.
OrgId: CXA
Address: 1400 Lake Hearn Dr.
City: Atlanta
StateProv: GA
PostalCode: 30319
Country: US
RegDate:
Updated: 2025-02-06
Comment: For legal requests/assistance please use the
Comment: following contact information:
Comment: Cox Subpoena Info:
https://www.cox.com/aboutus/policies/law-enforcement-and-subpoenas-information.html
Ref: https://rdap.arin.net/registry/entity/CXA

```

```

OrgTechHandle: GARCI1592-ARIN
OrgTechName: Garcia, Jacob
OrgTechPhone: +1-404-269-4416
OrgTechEmail: jacob.garcia@cox.com
OrgTechRef: https://rdap.arin.net/registry/entity/GARCI1592-ARIN

```

```

OrgTechHandle: TECH1516-ARIN
OrgTechName: Tech

```

https://whois.domaintools.com/72.201[REDACTED]

1/3

10/2/25, 6:28 PM

72.201.0.0 /ip72-201-0.0.ph.ph.cox.net IP Address Whois | DomainTools.com

OrgTechPhone: +1-404-269-4416
 OrgTechEmail: nocengineer@cox.com
 OrgTechRef: <https://rdap.arin.net/registry/entity/TECH1516-ARIN>

OrgTechHandle: DMALL1-ARIN
 OrgTechName: DMALLA
 OrgTechPhone: +1-602-694-4429
 OrgTechEmail: deependra.malla@cox.com
 OrgTechRef: <https://rdap.arin.net/registry/entity/DMALL1-ARIN>

OrgAbuseHandle: IC146-ARIN
 OrgAbuseName: Cox Communications Inc
 OrgAbusePhone: +1-866-272-5111
 OrgAbuseEmail: abuse@cox.com
 OrgAbuseRef: <https://rdap.arin.net/registry/entity/IC146-ARIN>

OrgTechHandle: BERUB3-ARIN
 OrgTechName: Berube, Tori
 OrgTechPhone: +1-404-269-4416
 OrgTechEmail: tori.berube@cox.com
 OrgTechRef: <https://rdap.arin.net/registry/entity/BERUB3-ARIN>

OrgTechHandle: MEROL3-ARIN
 OrgTechName: Merola, Cari
 OrgTechPhone: +1-404-269-4416
 OrgTechEmail: cari.merola@cox.com
 OrgTechRef: <https://rdap.arin.net/registry/entity/MEROL3-ARIN>

OrgRoutingHandle: GARCI1592-ARIN
 OrgRoutingName: Garcia, Jacob
 OrgRoutingPhone: +1-404-269-4416
 OrgRoutingEmail: jacob.garcia@cox.com
 OrgRoutingRef: <https://rdap.arin.net/registry/entity/GARCI1592-ARIN>

RTechHandle: SHACK-ARIN
 RTechName: Shackelford, Scott
 RTechPhone: +1-404-269-7626
 RTechEmail: scott.shackelford@cox.com
 RTechRef: <https://rdap.arin.net/registry/entity/SHACK-ARIN>

NetRange: 72.201.0.0 - 72.201.255.255
 CIDR: 72.201.0.0/16
 NetName: NETBLK-PH-RDC-72-201-0-0
 NetHandle: NET-72-201-0-0-1
 Parent: NETBLK-COX-ATLANTA-11 (NET-72-192-0-0-1)
 NetType: Reassigned
 OriginAS:
 Customer: Cox Communications (C01331788)
 RegDate: 2006-04-17
 Updated: 2006-04-17
 Ref: <https://rdap.arin.net/registry/ip/72.201.0.0>

CustName: Cox Communications
 Address: 1400 Lake Hearn Dr.
 City: Atlanta
 StateProv: GA
 PostalCode: 30319
 Country: US
 RegDate: 2006-04-17
 Updated: 2011-03-19
 Ref: <https://rdap.arin.net/registry/entity/C01331788>

OrgTechHandle: GARCI1592-ARIN
 OrgTechName: Garcia, Jacob
 OrgTechPhone: +1-404-269-4416
 OrgTechEmail: jacob.garcia@cox.com

10/2/25, 6:28 PM 72.201[REDACTED]/ip72-201[REDACTED].ph.ph.cox.net IP Address Whois | DomainTools.com

OrgTechRef: https://rdap.arin.net/registry/entity/GARCI1592-ARIN

OrgTechHandle: TECH1516-ARIN
OrgTechName: Tech
OrgTechPhone: +1-404-269-4416
OrgTechEmail: nocengineer@cox.com
OrgTechRef: https://rdap.arin.net/registry/entity/TECH1516-ARIN

OrgTechHandle: DMALL1-ARIN
OrgTechName: DMALLA
OrgTechPhone: +1-602-694-4429
OrgTechEmail: deependra.malla@cox.com
OrgTechRef: https://rdap.arin.net/registry/entity/DMALL1-ARIN

OrgAbuseHandle: IC146-ARIN
OrgAbuseName: Cox Communications Inc
OrgAbusePhone: +1-866-272-5111
OrgAbuseEmail: abuse@cox.com
OrgAbuseRef: https://rdap.arin.net/registry/entity/IC146-ARIN

OrgTechHandle: BERUB3-ARIN
OrgTechName: Berube, Tori
OrgTechPhone: +1-404-269-4416
OrgTechEmail: tori.berube@cox.com
OrgTechRef: https://rdap.a

 Iris Investigation Platform

Tools

Monitor Domain Properties	▼
Reverse IP Address Lookup	▼
Network Tools	▼

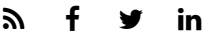


EXHIBIT 23

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97.124[REDACTED].phnx.qwest.net IP Address Whois | DomainTools.com



Home > Whois Lookup > 97.124[REDACTED]

Notice: Possible deprecation of Whois services after January 28, 2025.

[More Info ↓](#)

IP Information for 97.124[REDACTED]

— Quick Stats

IP Location	 United States Phoenix Centurylink Communications Llc
ASN	 AS209 CENTURYLINK-US-LEGACY-QWEST, US (registered Nov 13, 1998)
Resolve Host	[REDACTED].phnx.qwest.net
Whois Server	whois.arin.net
IP Address	97.124[REDACTED]

```

NetRange:      97.112.0.0 - 97.127.255.255
CIDR:          97.112.0.0/12
NetName:       CENTURYLINK-LEGACY-QWEST-INET-125
NetHandle:     NET-97-112-0-0-1
Parent:        NET97 (NET-97-0-0-0-0)
NetType:       Direct Allocation
OriginAS:
Organization:  CenturyLink Communications, LLC (CCL-534)
RegDate:       2007-12-19
Updated:       2018-10-04
Ref:           https://rdap.arin.net/registry/ip/97.112.0.0

OrgName:       CenturyLink Communications, LLC
OrgId:          CCL-534
Address:        100 CENTURYLINK DR
City:           Monroe
StateProv:      LA
PostalCode:     71201
Country:        US
RegDate:        2018-07-12
Updated:        2024-06-17
Comment:        USAGE OF IP SPACE MUST COMPLY WITH OUR ACCEPTABLE USE POLICY:
Comment:        https://www.lumen.com/en-us/about/legal/acceptable-use-policy.html
Comment:
Comment:        ADDRESSES COVERED BY THIS ORG-ID ARE NON-PORTABLE ANY ISP ANNOUNCING OR
TRANSITING PORTIONS WITHIN OUR RANGES SHOULD NOT RELY ON PRESENTED LOA'S OR OLD WHOIS UNLESS
THOSE RANGES ARE ALSO ACTIVELY DIRECTLY ANNOUNCED TO A LUMEN ASN. WITH ALL LOA'S THESE
CONDITIONS APPLY:
Comment:
Comment:        1. You are permitted to route the Lumen IP prefixes listed via Public BGP to
your alternate ISP from the designated ASN. Any other ASN originating the prefix listed is
forbidden.
Comment:        2. The Lumen IP prefixes listed can be routed via Public BGP to your alternate
ISP as long as you remain an active customer with Lumen and continue to route the prefixes
over at least one Lumen Internet circuit without significant traffic engineering.
Comment:        3. Should your Internet services with Lumen be discontinued, Lumen reserves
the right to have your alternate ISP terminate the routing of the Lumen IP prefixes without
advanced notification, should you fail to do so.
Comment:        4. All IP Addresses assigned or allocated by Lumen to an end-user (customer or
ISP) shall be considered non-portable and will be reclaimed by Lumen upon service termination.

```

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97.124[REDACTED].phnx.qwest.net IP Address Whois | DomainTools.com

Comment: 5. Lumen reserves the right to conduct audits to ensure the LOA conditions are being met.

Comment: 6. Usage of IP space must comply with our AUP
<https://www.lumen.com/en-us/about/legal/acceptable-use-policy.html>

Comment: Our looking glass is located at: <https://lookingglass.centurylink.com/>

Comment: For subpoena or court order please fax 844.254.5800 or refer to our Trust & Safety page:

Comment: <https://www.lumen.com/en-us/about/legal/trust-center/trust-and-safety.html>

Comment: For abuse issues, please email abuse@aup.lumen.com

Comment: All abuse reports MUST include:

Comment: * src IP

Comment: * dest IP (your IP)

Comment: * dest port

Comment: * Accurate date/timestamp and timezone of activity

Comment: * Intensity/frequency (short log extracts)

Comment: * Your contact details (phone and email)

Comment: Without these we will be unable to identify the correct owner of the IP address at that point in time.

Ref: <https://rdap.arin.net/registry/entity/CCL-534>

OrgRoutingHandle: RPKIR-ARIN

OrgRoutingName: RPKI-ROA

OrgRoutingPhone: +1-877-886-6515

OrgRoutingEmail: rpki-roa@lumen.com

OrgRoutingRef: <https://rdap.arin.net/registry/entity/RPKIR-ARIN>

OrgAbuseHandle: CAD54-ARIN

OrgAbuseName: Centurylink Abuse Desk

OrgAbusePhone: +1-877-886-6515

OrgAbuseEmail: abuse@aup.lumen.com

OrgAbuseRef: <https://rdap.arin.net/registry/entity/CAD54-ARIN>

OrgTechHandle: QIA-ARIN

OrgTechName: Centurylink IP Admin

OrgTechPhone: +1-877-886-6515

OrgTechEmail: ipadmin@centurylink.com

OrgTechRef: <https://rdap.arin.net/registry/entity/QIA-ARIN>

OrgName: CenturyLink Communications, LLC

OrgId: CCL-534

Address: 100 CENTURYLINK DR

City: Monroe

StateProv: LA

PostalCode: 71201

Country: US

RegDate: 2018-07-12

Updated: 2024-06-17

Comment: USAGE OF IP SPACE MUST COMPLY WITH OUR ACCEPTABLE USE POLICY:

Comment: <https://www.lumen.com/en-us/about/legal/acceptable-use-policy.html>

Comment: ADDRESSES COVERED BY THIS ORG-ID ARE NON-PORTABLE ANY ISP ANNOUNCING OR TRANSITING PORTIONS WITHIN OUR RANGES SHOULD NOT RELY ON PRESENTED LOA'S OR OLD WHOIS UNLESS THOSE RANGES ARE ALSO ACTIVELY DIRECTLY ANNOUNCED TO A LUMEN ASN. WITH ALL LOA'S THESE CONDITIONS APPLY:


Comment: 1. You are permitted to route the Lumen IP prefixes listed via Public BGP to your alternate ISP from the designated ASN. Any other ASN originating the prefix listed is forbidden.

Comment: 2. The Lumen IP prefixes listed can be routed via Public BGP to your alternate ISP as long as you remain an active customer with Lumen and continue to route the prefixes over at least one Lumen Internet circuit without significant traffic engineering.

Comment: 3. Should your Internet services with Lumen be discontinued, Lumen reserves the right to have your alternate ISP terminate the routing of the Lumen IP prefixes without

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advanced notification, should you fail to do so.
Comment: 4. All IP

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Tools

Monitor Domain Properties	▼
Reverse IP Address Lookup	▼
Network Tools	▼



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